

HUNT'S MERCHANTS' MAGAZINE.

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ART. I.—THE COMMERCIAL LEAGUE OF THE HANSE-TOWNS.

THE vast political, moral, and intellectual changes, which originate in commercial actions, and spring from extended maritime operations, are eminently worthy the attentive observation of every enlightened mind, and are calculated to awaken a noble pride in the hearts of those who compose the mercantile portion of community.

The early history of society is replete with evidences, that point out the numerous benefits which have resulted to every state from intercourse with distant nations; while, upon its more modern pages, shines forth the chronicle of those great advantages which commerce showers upon mankind.

From its infant struggles upon the continent of the east, where barbarism in all its shapes prevailed, hindering its advancement, and beating to the earth the barriers by which its founders sought to insure its protection, until, increasing in size and strength, it stretched forth its mighty arms and clasped a western world in its embrace, we see it throwing benign influences wherever its prevalence is experienced, and bountifully bestowing wealth, power, and greatness, upon the empires of the earth.

In looking back upon the ancient countries of the world, and marking the character, the pursuits, and the intellectual advancement of their inhabitants, the superiority evinced in these respects by that portion engaged in commerce, and who were bound together by its interests, is powerfully striking. Different cities, however distant from each other, and with whatever dissimilarity there existed to distinguish their religious, their civil, and their political institutions, and with all the variety of habits and customs, language and color, which prevailed, seemed, even in the earlier periods of the world, to be connected together by the chain of common and mutual interest which commercial intercourse had forged; and to be encircled by one broad, entire, and universal band, enclosing them in terms of the closest alliance.

In glancing at the city of Tyre, as it existed in its ancient unrivalled splendor, when styled Queen of the Sea, the riches of all nations rolled in upon it in glittering profusion ; the industrious, patient, laborious, and intelligent character of its people, stands out in bold and bright relief from the barbarism and intellectual darkness which distinguished most of the nations around it ; and within its walls could then be found foreign merchants, whom the courtesy and kindness of its inhabitants had invited from almost every portion of the globe, and whose interests were carefully and studiously protected and fostered by the wisest and most politic system of maritime laws which the age presented. In the midst of the wealth, power, and grandeur, which the commerce of this great city had reared, we see a band of its citizens emerge from the ponderous gates that guarded its rich treasures from the fierce nations by which it was surrounded, and impelled by the spirit of foreign adventure, which the vast commercial relations of their native city had created, expatriate themselves from their kindred and homes, and launch forth upon their pathless course ; and after marking out the foundation of another mighty city, build up its glorious pile, until the name of Carthage was heralded throughout the world for its might in war, its strict undeviating good faith in peace, the wisdom of its internal government, and the just and permanent principles upon which its political institutions were founded, and as the grand centre of trade for half the nations of the earth. Its extended commerce bestowed upon its inhabitants the most princely wealth, and those enjoying the highest and most honorable stations in its government, were proud of being engaged in foreign trade, forming, as it did, the great pillars upon which rested its glory and power. Its fleets swayed the empire and sovereignty of the sea, and even mighty Rome, after a bloody and doubtful struggle of more than forty years in humbling the haughty rival which, begirt in wonderful strength, had dared to dispute its unlimited superiority, was compelled to deprive Carthage of its commerce, ere its power could be subdued and conquered.

The map of more modern nations presents numerous cities, whose commerce, like that of those we have mentioned, has encircled them around with the barriers of strength and safety, has filled them with the glittering riches of distant lands, distinguishing their inhabitants for superiority of intelligence and intellectual refinement, and causing them to be feared and respected throughout the half barbarous empires by which they were surrounded. The powerful aid which commerce has afforded in redeeming mankind from barbarism and ignorance, in freeing them from the chains of despotism and tyranny, and in alleviating their moral and social condition, is exemplified upon almost every page of history to which we turn, and is so familiar to the minds of the present age as to render its detail here unnecessary, and even uninteresting, being foreign to the object which we now have in contemplation. Our present purpose is to unroll from the records of by-gone ages, and spread out to view, the history of a commercial confederacy which was formed in the north of Europe in the early part of the twelfth century, at a period when most of the nations inhabiting the eastern world were sunk in gloomy ignorance, dark and fearful barbarism, and slavish superstition.

At the time we mention, commercial enterprises were extremely hazardous, and the cultivation of peaceful pursuits entirely neglected.

The Commercial League of the Hanse-Towns.

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War was the element in which men lived, and the sword the ~~water~~, and mailed warriors the tribunal to which they appealed. Safety, without power and might to win and guard it, was unknown ; and quiet and security, unless girt about with strength and steel, were not enjoyed. Surrounded by such dangerous materials, it became necessary for those desirous of engaging in employments whose ultimate return would be wealth, to devise some means by which a protection in its enjoyment could be secured ; and a powerful confederacy, cemented by the bond of common interest, seemed the only mode by which it could be accomplished. Influenced by such considerations, Hamburg and Lubec, according to some authorities, and Bremen and Amsterdam, according to others, were the first who entered into a league with each other for their common safety, and for protection from the fierce nations by which they were encircled. These cities carried on a small commerce, which, even at this early period, impressed the uncultivated, yet eager minds of their inhabitants, with an idea of the riches which its more universal extension would bestow upon them, and grasping the hand of friendship which each held out, a solemn engagement of a close political alliance was made between them. Numerous other cities soon joined in the League, and the concentration of well organized naval and military power which it presented, formed a terrible scourge to the pirates of the northern seas, against whom its force was directed, and aided greatly in subduing and punishing the barbarian hordes which had so long devastated the surrounding countries.

The associated cities were not confined to those situated upon the sea-coasts, but those in the interior, which were indebted to them for supplies of commodities, emanating from the industry of more civilized and enlightened lands, looking upon the confederacy as a bulwark of strength, and as furnishing a magazine of war which would be hurled against every aggressor that should invade its rights, were eagerly desirous of connecting themselves with it ; until swelling the circle within which they were contained, before the end of the thirteenth century it embraced every considerable city in all those vast territories extending from Livonia to Holland.

The commerce in which the cities composing the League were engaged, rapidly increased, their ships returned from distant climes heavily freighted with the rich treasures and costly luxuries which a more advanced refinement in the arts had created, and every succeeding year, as it rolled on, marked an increased internal prosperity in their condition, and chronicled their continued external influence upon the surrounding nations.

The mighty influence exercised by this great confederacy soon attracted the attention of all Europe. The monarchs around saw with wonder and astonishment the vast strides with which it was advancing towards the consummation of unrivalled power, and its political organization seemed new and strange to those accustomed to govern by the exercise of unlimited despotism and tyranny. No crowned head controlled its movements, no single mind directed its actions. Its vast and complicated interests were managed with the utmost simplicity, and the great results which flowed from its operations were produced by a combination of wisdom, emanating from a senate of the cities composing it, instead of being subjected to the capricious will of a single imperial lord.

The supreme legislative authority of the entire League, was vested in deputies chosen from the different cities and towns of which it was composed, who assembled in one great congress, where were proposed and discussed all those important measures which were adopted by this high deliberative body for the government and protection of the mighty interests which it controlled. All questions, which were calculated to unsettle and disturb the harmonious relation existing among the different members of the confederacy, were submitted to the consideration of the congress, where the dignity and wisdom that prevailed, never failed to insure their satisfactory settlement and amicable adjustment.

It was here, also, that the nature of the intercourse between the League and the adjacent powers was marked out and defined, and its foreign policy settled and determined. Vast negotiations with the surrounding sovereigns of Europe were carried on by means of this great assembly, which met once in three years, and oftener whenever the occasion called for their united deliberation and action. The city of Lubec was considered the capital of the League, and here the meetings were usually held, although no place was absolutely fixed upon for the sitting of the congress. The letters of convocation specified the principal subjects which would be brought under consideration, and were sent to the different cities comprised within the bounds of the confederacy, for the purpose of apprizing them of all those great questions which were likely to be deemed of paramount interest; and an opportunity was thus presented of selecting such deputies as were most distinguished for wisdom, sagacity, and statesman-like views, upon the emergencies to be presented. The professions or employments of individuals chosen to this station did not constitute the requisites by which their competency was determined. The merchants were by far the most numerous, but lawyers, artists, and even clergymen, were appointed, the great object being to send those who were best calculated to represent the interests of their native city, and who, possessing talents of a high order, combined with a noble independence of character, and the most sterling integrity of motives, would assist in the greatest degree to give dignity and weight to the deliberations of this great council.

The decrees pronounced by it were promulgated with much formal solemnity, and in a manner calculated to give them the most universal publicity; and their execution was put in force and carried out by measures in their nature both prompt and powerful.

The high office of president of the congress was filled by one of the burgomasters of Lubec; and from its prorogation to its convocation, the magistrates of that city were vested with great powers in directing the foreign and internal affairs of the League.

Such is a brief and general outline of the nature and form of a government which, as early as the thirteenth century, shone forth upon the despotic countries of benighted Europe, casting abroad upon its dark face the flashing rays of a political beacon-light which is now burning so brilliantly upon the eastern and western hemispheres.

The causes which could have produced this remarkable change in the theory and practical application of human government, must, at this early age, have been strikingly powerful. The nations of Europe were swayed by cruelty and fierce oppression; and the thundering of warring elements raged in fearful tumult from the soft sunny fields which bordered it

upon the south, to the cold frowning regions of the north, that towered upward in sullen and gloomy majesty, more frightful in their solemn stillness than the warlike barbarians by whom they were inhabited.

The system of feudal government which prevailed, reared itself in stern ferocity against the few and feeble attempts that were made to reduce the power of the haughty noble, and lower the high and bloody prerogative which was wielded against the rights and liberties of the suffering serf, who groaned under an accumulation of tyrannical impositions.

Superstition and cruelty stalked abroad, and, under the mask of religion, filled half the eastern world with the horrors of war and carnage, and combining the dark and terrible anathemas of the church with the arm of civil government, strengthened by the sword, the minds of the mass of men, by their influence, had become chained with ignorance and error, their rights as freemen were hardly known, and the principle, that the many and the weak must bow the knee to the powerful few, seemed laid upon the age with a hand of iron.

The influence of chivalry, which during the twelfth and thirteenth centuries shone brilliantly forth throughout all Europe, was but little calculated to smooth the rough and boisterous waves that pervaded the swollen torrent of warlike action, which rolled along, gathering power and might as it proceeded; and formed but a feeble and ineffectual check to the onward march of despotism, and the consummation of arbitrary and uncensored cruelty and oppression.

No one will pretend to deny that this institution was productive of great and beneficial changes in the actions and feelings of men, and that it smoothed and softened the rough and turbulent passions of the age, by introducing the interchange of courtesy and knightly gentleness; creating a deferential respect, and even veneration, for the fairer and weaker sex; and raising up champions to defend the unprotected, and to punish the strong and powerful oppressor. But these results availed little towards ameliorating the political condition of great nations, and did not penetrate sufficiently deep to uproot and tear out from the foundation of human governments the corroding evils which ages of barbarism had imbedded within its centre. Instead also of serving to create a distaste for scenes of war and violence, the spirit of chivalry seemed rather to court their presence; and the glittering honors by which the achievement of glorious knightly deeds was rewarded, were calculated to encircle the profession of arms with superior allurements, and to render the civil and peaceful pursuits of men less honored and respected.

Looking upon this dark picture of European society and national government, the mind is filled with wonder as it contemplates the enlarged political freedom enjoyed by the members of the Hanseatic confederacy, and is led to consider upon the mighty advantages which are the results of united commercial action, and which flow from intercourse with foreign countries.

In examining the nature of the political fabric upon which the League rested for support, its simplicity and republicanism stand boldly and beautifully forth from the dark, complicated, and despotic systems by which it was surrounded, and serve powerfully to show the immense influence which commerce exercises in rearing up the altar of national liberty, and in perpetuating the freedom of mankind.

While almost every nation in Europe was ruled by the imperial sceptre of a single hereditary monarch, and the smallest districts were under the absolute dominion and control of some haughty lord, and when the science of rational government seemed forever buried beneath the towering pillars which supported the feudal system, we see this great confederacy linked in the voluntary unity of common interest, bound to sustain its members by the most solemn compact—building up its strength, not by the employment of the sword, wielded by physical power, but through the influence of its free political institutions, the vast riches of its citizens, combined with their intelligence, and superior advancement in the arts of civilized life.

The laws by which the cities of the League were governed, were not the result of capricious tyranny, misguided zeal, or blind ignorance, but proceeded from the solemn deliberations of a high council, chosen by their citizens, whose wishes were consulted, and whose best interests were represented. The principle of self-government was here exemplified, at a period and during an age of almost unexampled tyranny and imperial sway; and civil and political liberty flourished, in the midst of nations whose subjects were chained in ignorance and slavery by the influence of monarchical power.

In consequence of the superiority we have mentioned, the advancement of the confederated cities in wealth, refinement, and military and naval greatness, was singularly rapid. As their resources were developed, the greatest efforts were put forth for the extension of their commerce, and having, by the number and strength of their ships of war, acquired the mastery of the northern seas, they next endeavored to secure a monopoly of the entire trade of which these waters were the medium, and in this manner to enjoy the same unrivalled dominion over the Baltic, in the north, as was exercised by the Venetians over the Adriatic, at the south. For the purpose of effecting this great object, both the purse and sword were brought into active requisition. That which could not be acquired by negotiation and gold, was taken by force; and in this manner large privileges and immunities were gradually obtained from the sovereigns of northern Europe, until they became the undisputed masters of these seas, and had secured the whole foreign commerce of Scandinavia, Denmark, Prussia, Poland, and Russia.

This extension of their commercial intercourse and maritime power, may at first appear to spring from inordinate ambition, spurred on by a thirst for wealth, but was in reality necessary to the protection and safety of their commerce, which was ever in danger of being destroyed by the hordes of piratical cruisers which swarmed the Baltic, committing acts of robbery upon every vessel within their reach. The necessity for this empire of the seas, arose from the dark barbarism which every where prevailed, and which, during the twelfth and thirteenth centuries, mantled nearly the whole of Europe in the deepest gloom.

International law was then but little known, and piracy and robbery existed to an alarming degree. It was almost impossible to distinguish friends from enemies, and property belonging to the citizens of one country was indiscriminately plundered by the citizens of another. The flag which a ship carried furnished no security to others of her peaceable intentions, for her national character afforded but a poor guaranty of neutral conduct during a time when the vessels of almost every nation in Europe were engaged in piratical expeditions.

Under these circumstances, the acquisition of the sovereignty obtained by the confederacy over the seas of northern Europe, was of the utmost importance, not only in facilitating its intercourse with foreign lands, and in affording security and safety to its rich commerce, but as it kept a powerful fleet of armed ships constantly employed upon these waters, the fierce and sanguinary pirates who infested them were captured and destroyed, the robbers that prowled about the shores were exterminated, and peaceful pursuits, social order, civilization, and intellectual refinement, assumed the place of war, anarchy, and barbarism.

The beneficial results which flowed from the great measures that were adopted by the League, for the purpose of compassing within its jurisdiction this broad expanse of sea, and in order to render its cities the rich centre of a vast trade to which other portions of the world should be as tributary sources, pouring in their glittering streams of wealth, bountifully repaid the sacrifices by which they had been obtained ; and by the introduction of literature and science, the establishment of a more enlightened and liberal system of national government, and the taste for civil employments which was created, powerfully aided in dispersing the heavy clouds of gross ignorance and fearful error that for centuries had overshadowed northern Europe.

It was during the fourteenth and fifteenth centuries, that the confederacy was in the enjoyment of its highest degree of splendor and power. Nearly eighty cities were then bound together by the chains of commercial interest, acknowledging no earthly power as their superior, and looking only to their consolidated strength for protection against the mighty monarchs by whom they were surrounded. They were distributed into four great classes or circles, with one large city at the head of each. Lubec, founded about the middle of the twelfth century, was at the head of the first circle, with numerous subordinate cities under it, among which were Hamburg, founded by the great Charlemagne in the ninth century, and which had now become a large and powerful city, Bremen, Rostock, Wismar, and many others.

Cologne was the capital of the second circle, comprising twenty-nine large towns.

Brunswick occupied the head of the third circle, consisting of eighteen towns, while Dantzig, having under it eight rich cities in its immediate vicinity, besides many that were more remote, stood at the head of the fourth circle.

Courts of judicature were established in each of these capital cities, in which were determined those numerous questions that so frequently arose out of the complicated mercantile transactions in which their inhabitants were engaged. The judges who presided were selected on account of their wisdom and superior acquirements, and their decisions were usually based upon the broad principles of universal justice. The rights of the humblest citizen were respected, and the avenging penalties of the law were visited upon the rich and powerful with the same degree of severity as they were inflicted upon the poor, weak, and unprotected. A noble equality of freedom prevailed throughout the cities composing the confederacy, while the system of maritime jurisprudence which it had established, and the fabric of international justice it had reared, extended the protection of liberal and enlightened laws to the foreigner and the stranger.

With such universal and uninterrupted prosperity smiling upon the numerous cities of the confederacy, with respect to their political and commercial advancement, and the freedom and happiness of their citizens, the immense power and influence which they so securely enjoyed, can hardly be considered, in magnitude and extent, beyond what must have flowed as a necessary consequence from the statesman-like policy which was adopted.

Their commerce had created enormous wealth, which, at this early and barbarous age, was an agent almost omnipotent, in calling into their service powerful bands of warriors to defend their interests, and protect them in the enjoyment of their rights and vested privileges. The nature of their government, although varying in different cities where local feelings and customs controlled its practical application, was universally the same in its results, conferring the blessings of almost unrestrained civil freedom upon the thousands of citizens who inhabited them, and blazing brilliantly forth upon the map of Europe—an example and a guide to the dark empires that slumbered around. Their intercourse with foreign nations, while it served to enrich them with the most unbounded wealth, had imbued their citizens with a patriotic love for the political institutions by which they were controlled, and filled their hearts with the warmest zeal in the adoption of vigorous measures to perpetuate them unimpaired. This determination nerved them in battle with a double strength, and fortified them against the assaults of rude and savage foes, with a power more potent than a triple covering of steel. Their military, like their civil councils, were conducted by minds of a nobler and more intelligent mould than swayed the destinies of surrounding states, and the generals who led on their armies, and the officers conducting their powerful navy, were men of long and arduous experience, oft tried courage, brilliant talents, endowed with great sagacity, and enjoyed the confidence and respect of those under their command. A system of perfect subordination every where prevailed, which, opposed to the anarchy and confusion that reigned around them, presented a tower of strength too mighty to be easily overthrown, and the numerous and powerful allies who joined them, under the title of confederated cities, were continually swelling their strength, extending their influence, and adding to their greatness.

While the military prowess and naval valor of the confederated cities inspired the neighboring monarchs with those mingled feelings of fear and respect, which are even entertained by the despotic rulers of disorganized and barbarous nations towards the more enlightened, wiser governed, and more powerful countries of the earth, the private property of foreign subjects, found within the jurisdiction of their laws, was held sacred, and the rights of its owners carefully secured and protected; and during a period when the goods of the shipwrecked foreigner were grasped and retained by the armed lords upon whose lands they chanced to be thrown, the confederated cities, with every element for unlimited and vengeful retaliation in their hands, at once overthrew this system of piracy and plunder which for centuries had prevailed, and by one broad and universal decree declared that every species of property found in this situation should be returned to its original owners, and that every city found violating this provision should be expelled from all connection and intercourse with the League.

If we reflect upon the extensive commercial relations of these cities, and the immense quantities of treasure which their citizens were continually transporting upon the high seas, this measure may seem the offspring of self-interest, directed by the hope that other governments would eventually follow their example, and thus open a wider and surer avenue to ultimate prosperity and greatness; but whatever considerations may have been the active agent in producing this innovation of enlightened humanity upon the dark customs of feudal times, its conception and promulgation should not be deemed the less meritorious, nor can the glorious and happy results which have flowed from its adoption and execution, be attributed to any source save to the influence which commerce ever exerts in humanizing the laws and usages of mankind.

Having examined the nature of those great interests, which it was the object of the confederacy to enlarge and foster, the power which was consolidated to effect this purpose, and the just and popular manner in which it was wielded to secure internal harmony and unity of action, and to punish external aggression, and secure the admiration and respect of surrounding nations, we shall next notice a few of the numerous and important trading franchises and privileges which its citizens enjoyed in distant lands, and under the guardianship and pledged protection of foreign princes.

As the formation of the League had originated from a desire to enlarge the commercial action of the various cities by which it was composed, and by extending their intercourse with distant nations, finally to acquire a monopoly of the entire commerce of northern Europe, and England, the execution of this scheme was embarked upon, at an early period, by the establishment of factories in foreign countries, to serve as great magazines and store-houses, through the medium of which the rich merchandise of distant climes was eventually furnished to almost half the world.

The principal of these were situated at Bruges in the Netherlands, at Novogorod in Russia, at London, and at Bergen in Norway, and the vast and rapid changes which their introduction into these cities created in their wealth and power, their political and social condition, and in the occupations and pursuits of their citizens, were productive of results which served powerfully to develop their slumbering resources, and to aid in the introduction of those refined tastes and intellectual enjoyments for which foreign trade creates the elements, smoothes the path, and establishes the foundation.

The richest and most extensive store-house of the League was established at Bruges in the Netherlands, which in consequence became at a very early period one of the greatest commercial cities in Europe. The science of navigation, during the thirteenth and fourteenth centuries, was so little known, that a voyage from Italy to the Baltic, and back again, could not be performed in a single season; and, as the cities of the League carried on a rich trade with this country, it became necessary to establish a magazine at some intermediate situation for the safe keeping of the valuable merchandise, of which the Italian and Hanseatic merchants were the bearers, and Bruges was chosen, as well from its convenient location, as on account of the superior privileges and enlarged freedom which the government of the Low Countries, unlike most of the sovereignties of Europe, had conferred upon its inhabitants.

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A concentration of immense wealth within this favored city was the speedy result of its selection as the recipient of those rich commodities which the adventurous merchant sought to introduce to the minds of men, to whom the elegant luxuries that mark an advance in the cultivation of the finer arts were novel and unappreciated. The wool of England, which for ages has formed the grand staple of her wealth, the products of northern Europe, that combined to furnish a large portion of the necessaries and comforts of life, and the rich spices and dazzling fabrics of Indian lands, were profusely centred in this magnificent emporium.

The fairs which were there held, exhibited the rarest productions of which the world could boast, and called forth a display of perfection and costly beauty, in manufactures and the arts, which in their infancy promised the glorious mould of early perfection and maturity. They were frequented by the merchants of distant cities, and by the subjects of foreign countries who were desirous of securing for ultimate profit and personal enjoyment the many glittering commodities which were spread before them.

The introduction of foreign articles of use and luxury into this city, was productive of an astonishing effect upon its numerous citizens, and created a thirst for knowledge and improvement, which, gradually expanding from their great centre, finally illuminated the entire Netherlands. The existence of establishments for the manufacture of wool and flax in that country, can be dated so far back as the time of Charlemagne, but they met with little encouragement from the rude spirits upon whom they were compelled to rely for assistance and support. And it was not until the time when its principal city was chosen as the grand theatre of commercial action, for northern and southern Europe, and had become the great place of resort for the people of all nations, that these feeble establishments were enabled to collect the materials from which afterwards sprung an advancement and prosperity that had hitherto been unknown, and which could be rivalled by no other country in Europe. Its manufactures were then vastly increased, and were conducted upon a scale of magnitude commensurate with the wants to be supplied, while the safe and easy intercourse which had been opened between the Hanseatic and Italian cities furnished a medium for the transportation of their goods to distant markets; the frequent fairs that were held at Bruges, and the numerous foreign merchants who then assembled there, presented the most advantageous opportunities for the ready and profitable sale of their commodities in the heart of their own country.

Perceiving the beneficial influences which the introduction of commercial and manufacturing interests was shedding abroad upon society, and rightly considering the rich magazines which had been established by the Hanseatic and Italian merchants, as the source from whence they flowed, the government of the Netherlands bestowed upon them many superior privileges, and guarantied to them the enjoyment of enlarged and liberal franchises; and in this manner powerfully aided in the promotion of those great elements of prosperity which eventually marked this country as one of the richest and most enlightened of any in Europe, and distinguished its inhabitants for their industry, perseverance, and intelligence, for their advancement in a knowledge of the elegant and useful arts, and in the more refined usages and customs which during the fourteenth and fifteenth centuries dawned upon society.

The factory which was established at Novgorod, although it was made the repository of vast quantities of merchandise, and was of great importance to the League—furnishing it as it did a safe resort for its citizens, and a place of security for the deposit of their wealth—was still of less consequence, in a commercial point of view, than the one at Bruges; and did not tend so powerfully towards promoting a taste for civilization and refinement, and was less calculated to extend abroad the great advantages which foreign commerce operates so potently in creating.

This may be attributed to the greater degree of barbarism and ignorance that prevailed among the inhabitants who occupied the country surrounding the former city, which offered an almost insurmountable barrier to the introduction of a taste for the more elegant and useful pursuits of life, and afforded but little encouragement to the foreign merchant, whose rich and costly wares were unappreciated by the rude and warlike nobles and their untaught and wretched serfs.

Notwithstanding the obstacles which were thrown in their way, the Hanseatic merchants, by the wealth they possessed, and the enlightened and politic course which they pursued, succeeded in sweeping away many of the dark and savage customs that prevailed throughout the city and its vicinity, and by their influence were enabled to effect a number of important and salutary changes in its laws and in the administration of justice towards its citizens. The sovereigns of this city, who were at first tributary and subordinate to the Czars of Russia, and liable to be deprived by those tyrants of crown, liberty, and life, as the riches of the city increased, as its population became more numerous, and its citizens farther advanced in civilization and refinement, gradually threw off the yoke of bondage, and aided by the enormous influence and power which a connection with the mighty interests of the League invested them, the huge Russian Bear was boldly defied, and an absolute independence usurped and established. The elements which had exerted themselves so powerfully in freeing this city from foreign domination and control, were no less active in extirpating every species of domestic tyranny and oppression; and although it was nominally governed by a single monarch, and its interests managed by the sceptre of a king, yet the liberties which its citizens enjoyed, and the freedom and security of which they participated, were the offspring of popular legislation, and emanated from political institutions partaking more of republican than of monarchal principles. As its commercial relations with the confederacy increased and strengthened, and its intercourse with foreign states became enlarged, and the minds of its citizens expanded and enlightened, bright visions of future glory and power broke upon its view; and when, towards the middle of the fifteenth century, at the period of its highest prosperity, nearly four hundred thousand souls could be numbered within its impregnable walls, the whole Russian empire could not boast another city so rich and powerful. Forming, as it did, the grand centre between the cities of the confederacy and the countries to the east of Poland, and being furnished by the merchants of the Hanse-Towns with the rarest and most costly merchandise, it was at the time we have mentioned a resort for an immense concourse of people from the surrounding nations, and was the source from whence a great portion of northern and western Europe obtained the rich articles

of foreign manufacture, and the luxurious productions of distant climes. The contrast which it formed to the rest of the Russian empire was brilliant and striking. While all around slumbered in the night of centuries, dreaming only of plunder and human blood, this city gleamed forth upon the encircling gloom the bright rays of civilization and intelligence; while its inhabitants, instead of thirsting for military renown, were ambitious of extending their commercial greatness and political prosperity. Russia, who had never ceased to look upon Novogorod as a portion of her territory, perceived with growing envy the vast power it had acquired, and during the latter part of the fifteenth century, at a period when conflicting parties had created discord and dissension within its walls, Ivan Vassiliovitch, the reigning grand duke, or czar, of the empire, resolved upon its subjugation, which he accomplished by the aid of a powerful army.

The commerce of the city did not entirely expire with its liberties, but still lived on, a fading monument of its former greatness. This, however, did not long last, for a fourth Ivan, more barbarous and blood-thirsty than the first, having discovered a correspondence between some of the principal inhabitants and the King of Poland, relative to the surrender of the city into his hands for the purpose of regaining a portion of their former freedom, made this the pretext for an indiscriminate slaughter of nearly thirty thousand of its citizens, and thus, at a single blow, annihilated the prosperity of the only bright spot which was presented upon the dark face of his barbarous empire.

The merchants of the League, at a very early period, established a factory in London, which speedily became of great magnitude and importance. The English nation were then destitute of ships, and the blessings of foreign commerce were comparatively unknown, and its benefits unappreciated.

The numerous articles of luxury and convenience which were introduced through the agency of the factory, were at this early age well calculated to suit the minds of the English people; who, although possessing much of the rude Gothic spirit of the times, were eagerly desirous of obtaining the manufactures and productions of foreign lands. Many highly important privileges and immunities were soon showered upon the company of merchants who controlled the factory. They were permitted to govern themselves by their own rules, and were not subject to the jurisdiction of English tribunals. The absolute control of one of the city gates was given them, and the duties on many of the commodities which they imported were greatly reduced in their favor.

With the prerogatives we have mentioned existing in their favor, the prosperity and wealth of the company rapidly advanced, and its influence proportionably increased.

The superior privileges which were enjoyed by the Hansards, as they were called, excited feelings of hostility in the minds of the English merchants, who, perceiving the rich returns that mercantile enterprises bestowed, were eagerly embarking their fortunes to swell the infant commerce of their country. Every exertion which their combined efforts could put forth, calculated to retard the growing wealth of the company, was strenuously adopted, and no measures were left untried which could in the least degree tend towards the annihilation of its growing riches and power. The members of the company were se-

riously charged with the most fraudulent practices, and accusations were made that they introduced vast quantities of foreign commodities as the productions of cities belonging to the League, which were in reality the importations of other countries, for the purpose of evading duties with which they were justly chargeable.

The English government was finally aroused from the apathy and indifference with which it had been accustomed to regard the commercial interests of its citizens, and began to look upon the immense monopoly of foreign and domestic trade which the Hansards enjoyed, and the princely wealth and broad prerogatives they had acquired, as the results of a system of partial and injudicious legislation, calculated to enrich and build up the fortunes of foreign merchants, while it chained the energies and darkened the prospects of its own citizens.

As a pretext for depriving them of the franchises which they enjoyed, the League was charged with capriciously extending the list of towns belonging to the association, and in this manner preventing the collection of the additional duties which were imposed upon the merchandise of other foreigners. Complaints were also made that the commerce of the English in the Baltic was illegally obstructed by the armed ships of the confederacy.

Impelled by these considerations, the powerful protection and support which the English government had extended towards the Hansards were withdrawn, and their persons were exposed to many indignities, while their factory, which was situated in Thames-street, was often attacked by ignorant, prejudiced, and infuriated mobs of assembled citizens.

The frequent violent assaults which were perpetrated in hostility to the dearest interests of the League, were amply revenged.

War was immediately declared against the English nation, and her entire commerce in the Baltic was speedily annihilated by the powerful fleets of the confederated cities. Edward IV., who then reigned monarch of England, became alarmed, and manifested the most anxious desire for the renewal of peaceful relations with his mighty adversary. The most advantageous proposals as the foundation of a treaty were offered by him, and were finally accepted by the League.

By the provisions of this treaty, which were ratified in 1474, the merchants of the Hanse-Towns were reinstated in the enjoyment of all their former privileges. An absolute property was assigned to them in a large space of ground, with spacious and valuable buildings upon it, in Thames-street, denominated the Steel Yard, by which name they have been commonly known. No stranger was to be allowed a participation in their commercial franchises, and a stipulation was embodied into the treaty, that the English High Court of Admiralty should exercise no jurisdiction in cases affecting their peculiar interests, but that a particular tribunal should be established, expressly for that purpose.

These enormous privileges were by positive provisions directed to be published in all the sea-port towns of the English nation; and whoever infringed upon them, were liable to the infliction of summary and severe punishment. As some return for the many valuable advantages which this treaty conferred upon the merchants of the League, the English were permitted to enjoy the free and uninterrupted navigation of the Baltic, and were allowed to trade with the countries by which it was bordered.

Compared with the immense factories established at the cities of Bruges, Novogorod, and London, the one at Bergen in Norway was of slight importance, and yet, through its agency, the confederacy acquired, and for a lengthened period of time enjoyed, the monopoly of the entire commerce of that kingdom.

The means by which this was obtained, were combined of negotiations, money, and military power. Many valuable privileges were thus secured, by which the merchants of the League, although influenced by selfish considerations, were enabled to introduce the useful commodities of civilized life, which, by creating a taste for manufactures and the arts, gradually dispersed the clouds of dark ignorance that prevailed, and laid the foundation for that intelligence and refinement which at the present age so brilliantly distinguish the countries of northern Europe.

With all the vast and formidable array of foreign influence and interests which we have described, possessed of a strong and well organized navy, together with almost the entire sovereignty of the northern seas, and holding the wealth of nations in its grasp, the confederacy presented a tower of strength, which seemed capable of withstanding the rudest and most mighty shocks which could be hurled against it by any earthly power.

Every nation that dared to infringe upon its commercial privileges was speedily visited with the heaviest retribution, and the slightest violation of its political rights called down upon the aggressor the deepest vengeance. The transcendent might of the League was felt and acknowledged throughout every state in Europe, and the ships of war which it possessed were often hired by neighboring princes to assist them in repelling invasion from abroad, or to chastise foreign insult and oppression.

In 1358, the Danes, who were a barbarous, but powerful and warlike nation, maintained a fleet of armed ships in the Sound, which, for interrupting the commerce of the confederacy, were attacked by its ships of war, and nearly annihilated; and this so terrified Waldemar III., then king of Denmark, that he proposed the most humiliating terms of peace, by which he gave up all Schonen to the League for the space of sixteen years; and it was thus enabled to command the passage of the whole Sound. And in 1428, Erick, a succeeding monarch, having violated some of its maritime regulations, two hundred and fifty sail, with twelve thousand men on board, were sent against him, who, after ravaging his kingdom with all the horrors of fierce national warfare, compelled him to make ample restitution for every wrong he had committed, and obliged him to submit to such terms for restoring peace to his shaken empire as the confederacy thought proper to impose.

Towards the close of the fifteenth century, mighty elements began to form throughout Europe for the ultimate overthrow of the confederacy. Its vast superiority had arisen, as much from the insubordination, anarchy, and confusion that had prevailed around it, as from the enlightened political organization by which it was governed; and when the civilization and refinement which pervaded its cities began to pour their rays of light over the countries of Europe, their monarchs became impressed with the urgent necessity that existed, for the adoption of national measures calculated to improve the intellectual and social condition of their subjects, and for the establishment of the political institutions of their kingdoms upon a wiser and broader foundation. Influenced by the great com-

cial interests which the confederacy had so widely disseminated, and which had become of the deepest importance in promoting the advancement of national wealth and power, more enlightened and beneficial systems of laws were enacted and promulgated. The gloomy and illiberal usages which had prevailed under the influence of feudal government, were every where disappearing before the onward strides of civilization and refinement.

The arts and sciences began to be appreciated and cultivated, and the prevalence of civil order and beneficial laws was experienced, where intestine commotions, discord, and despotism, had before reigned. The inhabitants of the countries amongst which the confederated cities were situated, saw the immense advantages which commerce bestowed, and although eager to participate in their enjoyment, the superior privileges and immunities possessed by the members of the confederacy, and of which they were deprived, offered an almost insuperable barrier to ultimate success and prosperity. As the naval strength of the League formed the principal elements by which its influence and power abroad were preserved, and its ascendancy upon the seas maintained, the maritime nations of Europe perceived, that they must rival and even overpower it in this respect, before their subjects would be able to compete with its citizens in commercial enterprises; and the most strenuous exertions were made to accomplish this object.

The countries of Zealand and Holland, by uniting their fleets, were at length sufficiently powerful at sea to vindicate their right to the free navigation of the Baltic, which, after many struggles, they succeeded in establishing; and from that time the downfall of the League rapidly advanced.

Many of its richest cities withdrew the moment that they no longer stood in need of its support, and those that had joined it through fear of being otherwise shut out from all intercourse with foreign countries, immediately seceded; and no sooner had the ships of the English and Dutch commenced trading with the Prussian and Polish towns, than these also separated from the confederacy.

In 1552, the English merchants, indignant that a company of foreigners should enjoy privileges of which they were deprived, presented a petition praying for their abolition, by which it appeared that the company had so engrossed the cloth trade the preceding year, that they had exported fifty thousand pieces, while all the English together had exported but one thousand one hundred. As the power of the confederacy had dwindled away, leaving but the mere shadow of its former greatness, the English parliament no longer feared its vengeance, and an act was passed entirely abrogating the numerous franchises which it had enjoyed, and thus was its influence in England forever destroyed.

In the middle of the seventeenth century, the only cities composing it were Lubec, Hamburgh, and Bremen, and even these retained little besides the name to distinguish their sovereignty.

A development of the commercial resources possessed by the nations of Europe had been accomplished by the League; the purposes of its organization had been effected; and when its power was no longer necessary for the continuance of commercial prosperity, when the spirit of rude barbarism had been expelled by the introduction of civilization and refinement, and social order and political subordination had tri-

umphed over the tyranny, oppression, and anarchy which had so long prevailed, the mighty agent which had produced these changes passed silently away from among the sovereignties of the earth, leaving the impress of its former commercial grandeur deeply stamped upon every enlightened country in Europe.

ART. II.—FRAUD UPON UNDERWRITERS.

"Ships are but boards, sailors but men; there be land-rats and water-rats, water thieves and land thieves; I mean pirates; and then there is the peril of waters, winds, and rocks."—*Merchant of Venice*.

As the elementary writers on the law of insurance have most elaborately and with much perspicacity discussed the whole subject of barratry, the rights of parties, and all that relates to losses arising from the fraudulent conduct of the master and mariners, are well understood; but, with all the light that can be derived from the law, enough is not known of the cause, the nature, and the extent of the innumerable barratrous acts by which insurance companies suffer. It is within the power of practical men alone, who mingle daily with the business of marine insurance, in its every branch, to explain and expose the collusions which are so much dreaded by underwriters, and which are so fearlessly practised against them. It is, then, deeply to be regretted, that those who have that power do not boldly exert it, in order that measures more efficient, better concerted, and simultaneous in their effect, might be adopted to check the growing and devastating evil. Every individual should unreservedly contribute all his information, for only by a knowledge of the past can future attempts be avoided and defeated, and this species of intelligence is too much the property of the public to be withheld from any trivial or selfish consideration.

"The contract of insurance," in the language of a distinguished French lawyer, "is the noble result of the genius of man, and the first guaranty of maritime commerce. It has consulted the seasons; it has gazed upon the ocean; it has interrogated that terrible element; it has judged of the sea's inconstancy, and it has considered its commotions; it has scrutinized the policy of nations; it has reconnoitered the ports and coasts of the two worlds; and having submitted all to the nice theories and calculations of skilful men, it has said to the able merchant and the intrepid navigator, truly there are disasters over which humanity may only weep, but as to your fortune, go, launch forth upon the seas, display your activity and your industry, I charge myself with your risks." During the four hundred years that the contract and usages of insurance have been in existence, it has been the safeguard of commerce. Under its protection, trade has been expanded and stimulated, and science has extended its benign influence to the most remote quarters of the earth. With the certain security which it affords, the energetic merchant confidently plans and successfully consummates gigantic enterprises involving the employment of capital, which is, by means of insurance, rendered as powerful as if the amount were illimitable, and the prosperity of innumerable

citizens who, under its auspices, find a reward for their industry and a market for their productions, bears triumphant evidence of its beneficial results. It assumes all the risks incident to commerce; defying the elements and the acts of men, it wisely affords protection against every deed of premeditated or accidental wrong, excepting those which surreptitiously originate with, or which are caused by, persons who have sought it as a cover for a fraud, rather than as a means of safety. Without this contract, commerce could not be sustained, and would sink into disgraceful insignificance. The hazards of trade, without the security which insurance now affords, would deter the prudent, whilst the most presumptuous durst not venture boldly on any commercial project of magnitude.

The merchant, then, of every country, is directly interested in the success of underwriters. Insurance companies are formed by the combination of capital derived from many sources, and which often includes the funds of orphans and widows who have little else to depend upon. These institutions require, and to a great extent receive, the protection of wise and salutary laws, and it should be the duty of every good citizen, either as a juror or private man, to assist in preserving them from the ruinous assaults of the fraudulent; for, besides the injustice of the pecuniary loss thus inflicted, and their vital importance to the prosperity and commercial influence of our merchants, it is a duty due to the integrity of our nation, to exert all honest means not only to keep them in existence, but in a condition to afford a reasonable profit to those who, by venturing to own insurance stock, contribute their aid to the advancement of our commerce. But our own merchants are particularly interested, and in a pecuniary point of view, to prevent and expose frauds. The rates of premium charged by insurers, are governed by the amount of losses. Thus the honest man is made to contribute for the acts of the swindler, by paying the higher rate of premium, which goes indirectly into the coffers of those who live by these frauds, to the great injury of the innocent. Who, then, however humble his station in life, would not contribute his willing aid to preserve and perpetuate the companies which are in existence, by preventing as far as possible, those impositions which, whilst they degrade our commerce, are in their results so injurious? Continued success on the part of those who practise fraud emboldens renewed and more important attempts, until the earnings and capital of insurers are absorbed, and their companies are either too much embarrassed to continue to insure risks, or they are entirely dissolved; and thus, besides the losses of the unfortunate stockholders, that competition among insurers, which is so beneficial to the merchant, is decreased or wholly removed; and, a few years more of the unprecedented misfortunes which have fallen upon underwriters for the last eight years, aided by the unremitting labor of swindlers, will bring a ruin so complete upon the companies, as to leave, at last, no protection against those hazards of commerce which insurers have honestly borne, since the first chartered company was known to our country. The apathy of our merchants upon this interesting subject is unfortunate in the extreme; and were they once aroused to its importance, we should find them promptlyconcerting measures for the amelioration of this greatest of all evils to which the business of insurance is exposed. In former times, when insurance business was carried on by individuals, there was in the trial of insurance

causes a greater regard for law, and the requirements of justice were sacred. In our day, there is an unholy prejudice against corporations, which too often corrupts and impedes the course of both law and justice. No sympathy for insurers exists, there should be no occasion for sympathy for either party; but the prevailing feeling is so decidedly opposed to insurers, that the merest tyro can easily excite in a jury rancorous prejudices, and even an indignation which neither law nor reason can allay, so that to command a verdict for insurers, even with the most clear case, is a matter of chance and uncertainty. This prejudice should be uprooted. That practice among jurors which would visit an unjust loss upon the *many*, because it would fall *heavily* upon an *individual*, cannot be too soon exploded. Evenhanded justice should prevail. The man who cannot divest himself of all prejudice against corporations, should never make a mockery of justice by taking the oath of a juror.

The several large cities of our union have, within the last twenty years, witnessed the rise, progress, and speedy destruction, of many chartered insurance companies, with an immense amount of capital; but the enormous share which fraud has had in producing their ruin has been but too slightly understood, for no one interested has taken the trouble to collect and publicly expose facts. We are occasionally treated to a newspaper report of an isolated case, but nothing like a general history of frauds upon underwriters has ever been given to the public; and, indeed, such a publication should be oftentimes repeated, as the ingenious plans of the swindlers vary with the times. Were it asserted by any individual, that for the last eight years one out of every three of the demands which have been made upon marine insurers in the United States, whether eventually paid or not, bore the badge of fraud, would the assertion gain the belief of one of those, who, being honest themselves, are willing to hope that others are so likewise? And yet it may be found, upon a dispassionate examination of facts, that such an assertion would not vary essentially from strict truth. Perhaps, however, the assertion should be so far qualified as to explain, that the term fraud is applied to cases which have been engendered in dishonesty by designing men, and perpetrated by fraudulent agents, as well as to those which, without being planned in fraud, have ended in, or been augmented by, fraudulent acts or proofs. The hardihood of the individual who should make such an assertion might excite, among those who are governed by motives of a prudential and pecuniary character, as much surprise as the assertion itself would in those who have been inattentive to the cases of fraud which are continually occurring; but no consideration should restrain a well disposed person from laying bare, at least, some of the facts upon which the assertion would be founded, in order that the public might be enabled to judge whether the number of cases marked by fraud exceeds or falls short of the estimated proportion. Facts for such an estimate, can only be derived from long and arduous attention to the business of insurance in all its ramifications. They cannot be gleaned by him who is not as often employed in an adverse position to underwriters as in their favor, nor can they be acquired by one whose habits, taste, or sense of duty, will not permit him to mingle with strange company, and sometimes with disagreeable circumstances. It is impossible for the underwriter, who quietly and carefully attends to the business of his own office, to know of one half the frauds which are almost daily attempted against this company, and

he has neither time nor opportunity to hear of and consider those which are practised against his contemporaries, and to which, in varied form, he is ever liable. Indeed, an underwriter is, for some reasons, the least likely of all persons to discover a fraud before or after its perpetration ; for had he the eyes of Argus, so much is disguise used towards him, he could not discover all the tortuous measures of rogues, nor could the ring of Gyges confer that power of invisibility which would be requisite to enable an underwriter to dive into the hidden mysteries of those who plan in darkness the frauds which are sometimes so boldly perpetrated in the light of day. The greatest labor of the wicked is to conceal their crimes. How, then, is the underwriter to be forewarned and forearmed against frauds, so obscure in their origin, and so often consummated without a suspicion or trace of guilt ? If he depend upon his own experience and judgment, or if he, in addition, avail himself of the aid of the inspector of his office, he is still liable to be deceived ; and he is often beset with difficulties which the inspector, however fearless, skilful, and honest, cannot overcome, as his opportunities seldom give him any other knowledge of a risk, than that which relates to the condition of the vessel, and sometimes to the past character of the captain. Such knowledge would be more advantageous did it not happen that a good vessel is often made to cover a very bad risk, arising from the fraudulent character of the captain, owners, or shippers. To know the character of the real parties in interest—not merely the name of the holder of the policy—is of immense consequence in appreciating the hazard ; but unfortunately there is not, and probably could not be, any positive regulation which would compel the necessary disclosure in all cases ; and other plans are, from the exigencies of the business, resorted to for the purpose of obtaining such information, which plans are generally of doubtful success. An underwriter, who has made the profession his study, may, by arduous attention, judge with much precision of voyages which are geographically hazardous, what cargoes are dangerous to carry and most susceptible of damage, what seasons are inauspicious, what countries are liable to internal commotion or foreign war ; and he may know who, among merchants, are able and willing to pay their premium notes ; but, in addition to this acquaintance with the ordinary risks and considerations, there should be a knowledge of men and character, or the contract and its consequences may produce fraud or assist its plans. And as the most prudent and skilful, with the best appliances for obtaining secret or open information, as to character and conduct, are too often overreached, it will be clearly perceived that success in the business of marine insurance, can only be the result of knowledge, prudence, and eternal vigilance, and that success cannot always, even with the greatest caution and prudence, be obtained by the most deserving.

It would indeed be a flagrant injustice to cast an indiscriminate imputation of fraud upon the merchants of the United States, for, as a body, their integrity of character has always withstood the rude assaults of the ignorant and malicious ; whilst among those of enlightened and liberal feeling, their upright and honorable conduct has always, and under all circumstances, been the theme of universal praise wherever their fearless enterprise and undaunted energy have made our country known. Nor should that harsh charge be incautiously applied to our skilful, hardy, and persevering ship-masters, through whose fearless labors and

incessant zeal the vast projects of our merchants have so often been carried forward to glorious results ; and through whose spirited career and honorable national zeal, our country's flag has become, on every sea, a sceptre demanding and receiving the respect due to a nation of freemen. As a class, our sea-captains number as few *mauvais sujets* as may be found among an equal number of the members of any profession, although no men are more exposed to extravagance and immorality. They are undeniably not surpassed, if equalled, by the ship-masters of any country ; and yet it is unfortunately too true to admit of a denial, that many ship-masters have been, are, and will be, dishonest. Nor are merchants to be exonerated from the misfortune of reckoning within their ranks swindlers of the most dangerous class. All professions and occupations suffer under similar imputations. It may be said that honest merchants unknowingly employ dishonest captains ; this, too, is true, and it must also be admitted that honest ship-masters are sometimes engaged by designing merchants, who do not scruple to make them, either innocently or with guilt, accessory to their frauds. But with all their misfortunes, it would seem that not so many fraudulent and careless disasters have been caused by the misconduct of our merchants and masters, as have been, by English writers, imputed to those of Great Britain. A statistical publication was made some time since in one of the British quarterly reviews, intended to account for the immense loss of shipping engaged in the commerce of that country ; and the number reported to have been lost from the incapacity of the master, from drunkenness, and from fraud, was so astounding as to have been almost incredible, and seemed to be well calculated to justify the conclusions of the reviewers, that the fact that "*they were well insured*" was, in reality, the prime cause of a majority of the losses. That publication, however, was made rather with a view to account for the *number* of ships lost, than intended to expose the *manner* of loss, or make known the whole system of fraud, inclusive of those cases which, although of a petty character, involve, in the aggregate, an immense amount of money, and are, perhaps, the most dangerous from being less cautiously examined, and of more frequent occurrence.

To give in detail an exposé of the frauds which have come to the knowledge of one individual by long and patient investigation, sometimes under trying circumstances—is the object of this article. *He* cannot act presumptuously, who offers even the slightest counsel as to guarding against similar cases ; and if this offering should be so fortunate as to thwart even one attempt at crime, it will not have been an undeserving labor ; but perhaps it will at least explain, to an observing mercantile community, some of the unholy attempts which have been made to the injury of the public character, whilst to stockholders it may account for the loss of some part of their dividends. And may it not operate with merchants and ship-masters,—who wish to maintain and increase the good character of their compeers, and who are unwilling to pay an enhanced premium to cover the peculations of swindlers,—as an inducement to the exercise of a greater and more becoming vigilance, upon a subject which should be of high importance to every honest man ? By making this statement no confidence is betrayed ; none was ever sought for by the writer. His knowledge of the facts here enumerated, was voluntarily rendered, involuntarily acquired by contact with men in almost

every situation, or ardously sought for—whenever duty made it necessary—without asking the consent of the parties. As it would be injurious in many respects to give the names of vessels, and inexpedient, at present, to publish those of individuals, both are withheld, deeming it unnecessary to give any other reasons for so doing, than that there are and have been many vessels of the same name, and that those persons who collected, or attempted to collect, the claims from the insurers, were sometimes guiltless of having planned or participated in the frauds. The incidents are, however, sufficiently described to bring a knowledge of almost every case home to those who have, in any way, been interested in or affected by them. This statement will not injure the innocent, nor need it be feared that it will have a tendency to increase rather than to diminish the number of frauds; the eyes of the honest will be opened, and it is to be hoped that those who are fearless will not be found wanting in their efforts to unmask villainy, whether found in high or low places. Let those who are galled wince; the honest have nothing to fear.

In describing some of the plans by which total losses have been perpetrated, it is necessary to premise, that there has been, and is in New York, a *clique* or fraternity of plunderers, who, with plausible manners and genteel appearance, have contrived to obtain possession of many vessels by the use of a little money, and their credit, which is used alternately by the members. There is an unholy alliance to assist each other in every emergency, by money, means, and evidence, true and false. They seldom have much money in any one hazard, however large the expected stake may be, and are not to be ruined or even baffled by the failure of one or two of their enterprises. Their usual plan has been to buy a vessel, part cash and part credit, and then to get a merchant to advance money upon her, and procure in his own name a policy of insurance for a valuation exceeding, by at least fifty per cent., her real cost, and the policy remains with him as collateral security. This operation, so far as the merchant is interested, may or may not involve guilt. Honest men have been deceived; but for the sake of character there should be an exercise of greater caution, and the merchant who deals with a known rogue is entitled to little sympathy. Having got the advance, the members generally make some alteration or repair of the vessel to save appearances in case there should be any subsequent question as to the high valuation in the policy of insurance. But the advance serves another purpose; with it and another stretch of credit a cargo is procured, and this generally secures a second advance of cash upon the cargo and freight, covered by farther policies of insurance under exorbitant valuations, and by the way, they are always sure to be careful that each policy is a valued one. The advance on these last policies pays the vessel's outfit, and repays the amount of cash which they have advanced on her purchase. When so much is done, they risk no loss, but, living in joyful hope of a large "windfall," are ripe for a new speculation. The rest of the adventure is easily described; the vessel sails, is burnt, scuttled, or otherwise cast away. Sometimes she is dismasted by cutting the "lee laniards of the lower standing rigging," so that when they "tack ship" she may lose her masts without any apparent act of the master; and to effect this, a dark night and squally or rough weather are most convenient. In another case, she is run ashore, and if

she do not bilge, holes are bored in her to destroy the cargo and make the vessel appear to be worthless. As an auxiliary to the bilging by boring, the masts are often cut away under the pretence of making her "lie easy," or to prevent "thumping." Cutting away the masts when no holes are bored is practised where the stranding takes place within the reach of wreckers who might save the vessel, and it is done for the purpose of securing the right of condemnation, or with a desire to make any attempt at saving useless and not worth the expense. In either case, there will be a total loss of vessel, cargo, and freight, the cargo being too much damaged to send forward to its port of destination.

But it sometimes happens that they are unable to carry out their views as to the purchase of a cargo, in which case they take one "on freight," getting the vessel and freight highly insured by the same means as before stated. She then sails with a poor outfit, leaks, loses some sails, spars, or rigging—if the total destruction as described be not attempted—and she puts into Bermuda, St. Thomas, or some other port affording equal facilities for a fraudulent condemnation and sale. The cargo may perhaps be sent forward, but it is more often sold, and in either case a total loss of freight takes place, and many a rotten old craft has thus been sold to the insurers at an enormous price. In conducting this kind of enterprise, an attempt is often made at a double "operation," by buying the vessel and cargo in, through the means of a friend. In other cases, the vessel, by arrangement, puts into a port where no repairs can be had—she is condemned and sold, and, as in the last case cited, the "double operation" is attempted—so that after the loss is paid she may still belong to some of the members under new names,—or, if a total loss be not paid for, there will be little if any real sacrifice, and she is ready for a renewed attempt. It will be perceived that there is but a small hazard in this plan, as the underwriters almost invariably pay a partial loss, at least, to avoid litigation, and the amount recovered will be so much clear gain to the brotherhood. As an improvement to these plans—where the merchant who advances the cash knows of the intended fraud—the insurances are delayed until the vessel has been at sea several days, so that the captain *may appear* to have acted in good faith as to the condemnation, and as he would have done were there no policies procured; whilst the truth is, advice as to the insurances has been sent by other vessels direct to the intermediate port, for it had been previously so arranged, and the captain governs himself accordingly. An instance has occurred, within the last year, where a vessel sailed and put into port, in pursuance of this plan; but, as the application for insurance in New York and elsewhere had failed, owing to the prompt measures which were taken, she resumed the voyage, arrived at the port of destination, and returned to New York safely, to the unfeigned joy of the parties, who had, from her long passage, feared her loss without their consent. This voyage lost a round sum for the rogues. In another case, two persons, who were not admitted to *all* the secrets of the conclave, happened to hear enough to convince them that a certain brig was to be lost, and they went immediately to an insurance office and procured a valued policy, and had it agreed that "the policy was to be proof of interest," they having in fact no interest; their chagrin may be imagined on finding that they had lost their premium of insurance by the safe arrival of the brig;—the loss of the brig, which they anticipated, was planned for, and took place, on her next voyage.

Where it is intended that the vessel shall be scuttled or sunk, it is the practice to make a great display of silks and fine goods; and even doubloons are counted before witnesses who are accidentally on board—*of course!* It is needless to say that such goods and gold are reserved for a better fate than that of going down into the caverns of the deep; they return to the caverns of the swindlers, and sometimes serve to furnish forth other enterprises of a more desperate character. It has often been a matter of astonishment that these men are always so ready with witnesses who actually saw the property on board; but it should be remembered that those who plan a villany, study hard to make it successful, and do not scruple at the means; nor is it very difficult to cause respectable and innocent men to see the goods on ship-board, and, by some remarkable coincidence, cause the fact to be remembered.

Some years since, when pirates were supposed to be innumerable on the coast of Cuba, losses were plenty; but at least one-half of them were fraudulently contrived by the owners. Vessels were sent out from Havana, having doubloons on board, which were insured by means of respectable merchants in New York; by an arrangement between the captain and the owner, the vessel would be stopped by an imitation piratical attack, a sham fight would ensue, the doubloons would be taken out, and the amount paid by the insurers.

In one out of the multitude of North Carolina cases, a notorious counterfeiter, through a house in New York, procured an insurance of \$7,800 on specie and goods. The vessel was also well insured. Holes were bored in the vessel, and plugs were fitted and inserted, to be taken out at sea. She sailed, and on the first night she was filled with water and abandoned. It had been arranged, with the captain of another vessel, that he should keep company, and take off the captain and men, which was done. Fraud was suspected, the insurers were sued, and on the trial, the jury would not agree; this *honest* claim was compromised for *one-half*. By a quarrel among some of the parties, it was discovered that old blocks and stones were made to represent goods, and that there had not been any specie on board. The captain who executed this fraud has since been shot dead by a person whose life he had attempted for giving evidence in favor of the insurers.

The famous case where old type was made to represent specie, is too well known to require any farther remark, than that the person who acted as agent of the underwriters, and who rendered very important service to them, has since been connected with several successful and unsuccessful frauds against underwriters, but, in one instance, was very near going to the states prison, besides losing the case against the insurers and being publicly exposed.

In the year 1828, a Spanish merchant, who resided in South-street, in this city, was arrested, tried for an attempted fraud, and acquitted. The excitement at the time was very great, and much curiosity as to the real plans and intentions of the merchant existed. The facts proved were these:—He owned a good brig, which with her outfit cost \$10,000. He procured insurance on her for \$8,000 only. He bought, and actually put on board \$60,000 worth of silks, and other goods of great value and little bulk. Through a broker's aid he found a well known captain with whom he made an arrangement to effect a total destruction of vessel and cargo, for which service he was to receive \$5,000—it could be

done for half the money now)—of which \$1,000 was immediately paid to the captain, whose conscience and pocket began to grow heavy at the same time ; but the equilibrium did not long continue, for as his pocket was gradually lightened, his conscience became the more heavy, until he was induced to unburthen himself to the collector of the port of New York, who called to his aid the counsel of an underwriter, who displayed great impetuosity and anxiety, and made fine promises to the captain, but was too eager in his movements, and thereby marred the plot without discovering its object. In pursuance of the plan arranged, the merchant was arrested at the customhouse, whilst in the act of clearing the vessel for sea. At the trial, the captain made his statement as to the proposed destruction of the property. The purchase and shipment of the \$60,000 worth of goods was fully proved. An insurance of \$60,000 was also proved ; of which \$35,000 was effected through a respectable broker, in Boston, and \$25,000 in Philadelphia ; and in all the policies it was agreed that *the insurance should apply to goods of which the marks and numbers would be given when bills of lading were made out.* As this insurance was only equal to the cost of the goods, and as there would be two or three thousand dollars at the merchant's risk, *no motive for a fraudulent loss could be positively discovered*, and the merchant was acquitted. But a fraud was intended ! The merchant is now dead, but he has left a full exposure of his plan. He expected to have cleared \$50,000 by his project. The shipment was to have been divided into three parts, making three consignments to fictitious names ; one being insured in Boston for \$35,000, as before stated, for account of a fictitious name, for whom it may concern, *loss payable to the merchant* ; a similar insurance in Philadelphia, for \$25,000, in another fictitious name ; and *the third insurance, for \$50,000, was to have been effected among his New York friends, immediately after the sailing of the vessel* ; and the marks and numbers of the \$60,000 worth of goods were then to have been so arranged and endorsed on the various valued policies, as to cover what actually cost \$20,000 with the \$35,000 of insurance in Boston ; goods costing \$15,000 were to be covered with the \$25,000 insured in Philadelphia ; and the balance of the \$60,000, which cost \$25,000, was to be covered with \$50,000 of insurance in New York. Had not the captain betrayed him, there can be no doubt as to the success ; and had more forethought been used, the captain would have sailed as if to perpetrate the fraud, and by the time she put into a southern port, or returned to New York, the plot would have been so far developed as to have astounded the merchants and underwriters, and the public would then have been convinced that the captain had made true statements as far as he knew any thing of the case. The same merchant had previously tried this plan, and cleared \$20,000 for \$3,000, shipped by a schooner. The loss was paid by underwriters who, not suspecting him, gave him a good character on his trial.

Two of the infamous confraternity before alluded to, bought a brig in New Orleans in partnership with one of their members, who was, with the vessel, in New York. Insurance was procured in New Orleans for \$18,000 on vessel and freight. She sailed, one partner going as captain, and another going passenger, for New Orleans. They ran her upon a reef on the coast of Florida. The captain went to one set of wreckers for assistance, and the passenger to another, and when all got on board, the

wreckers were excited to quarrel for command ; during the fight, the captain set fire to combustibles—placed in the hold for the purpose—and she was entirely consumed, each party of the wreckers believing that the other had destroyed her. Under cover of this smoke, the pirates went to New Orleans, and encountered little difficulty in adding the sum insured to their joint stock. As to false proofs : a case has occurred in New York, where, as the underwriters, suspecting fraud, refused to pay, a suit was commenced, and a commission for the examination of witnesses in South America was procured by the claimant and sent forward. When it was returned, the evidence was found, if true, to be very strong against the insurers, but the ingenuity of the counsel employed for them soon made it evident that the claimant had prepared all the answers to the interrogatories in New York, and had had them translated into "*bad Spanish*," and sent forward with the commission to South America—probably to save the trouble of finding witnesses—or, at least, if any were found, that they might be relieved from any perplexity by having the useful answers prepared to order, "*cut and dried*." This claim was not paid. South America is not the only country where ready-made answers are attached to a commission in an insurance cause.

Another outrageous case which has been brought to light was, where a ship, being insured at a high valuation, sailed from a port in the Pacific Ocean, bound to a port in England, with a plan for scuttling her in the Straits of Magellan, having previously, by maltreatment, caused all the American crew, who could not be intrusted with the secret, to desert, so that the proper material might be selected. She was scuttled, and as no tidings of her came to the United States, it being supposed that all on board had perished, she was, after a delay of twelve months, paid for by underwriters in Boston. In the examination of another fraud, it was discovered that some of the sailors, who were on board of this ship up to the last hour, were alive at a port in South America, but the owners had absented themselves from the United States, and remained beyond the reach of the law. In a more recent case, a ship bound to New Orleans was purposely run in among the Florida reefs, and owing to the ignorance of the captain, she became so situated as to require much perseverance on his part to keep her in a dangerous position, two good channels being so open to him as to make it necessary to get help from the wreckers, who came in sight, to find a bad one. He went on board of the wrecking vessels, and agreed that *they should give him one thousand dollars for the job of running her ashore*. The day was too bright and the wind too fair to insure success, and the ship remained at anchor until dark night and a head wind afforded a more *favorable opportunity*; but with these, and all their combined skill, she came so near going through the channel safely, as to render it necessary to make her yaw about for the space of two hours to find a reef which was hard and sharp enough; and when they had, with much patience, selected the place, and got a cable and anchor to heave her harder ashore, she would not stay stranded with their best efforts, but floated over the reef, and, as daylight came, they had to take her to Key West, where, as the fraud was apparent, the Judge of the Admiralty Court refused to decree any salvage ; and as the captain was thus about to lose his \$1,000—he consummated his villainy by swearing for the wreckers, that they "acted in good faith;"

perhaps they did, so far as *he* was concerned, for it has since appeared that he received his "wages of sin." He procured the condemnation and sale of the ship. This case shows an improvement upon the old plan of "trusting to luck" among the wreckers—and, at this rate of progression, it will not be long before these wreckers will have their agents in New York and elsewhere, with cash in hand, ready to make contracts at "reasonable rates" for the greater perfection and advancement of their system. Indeed, it is even now asserted, that wreckers visit Havana and New Orleans with a supply of doubloons to make bargains with needy or gambling captains, to get them "to stop" upon some reef,—\$25,000 has been offered in one instance of a very valuable cargo. The insurers have no permanent resident agent in Key West in whom they can place entire confidence. It is true, that an individual who may be highly respectable, is nominally the agent of underwriters at that important point, but he is interested in one or more wrecking vessels, and so intimately allied with the inhabitants of the place and its interests, and is left so dependent upon his own enterprise and industry—*having no salary*—that it could not be expected that he should serve two masters, *himself* and the underwriters. A fearless, talented man, well versed in maritime and insurance law, and its practices, and who would be so well paid as to allow of his being restricted so as to preclude his speculating with the interests of underwriters, could save an immense amount of money for them, not only by preventing and exposing frauds, but by settling honest losses in the best manner. As these affairs are now managed, special agents are sent from different cities to attend to the various cases as they become known. These agents are generally "retired ship-masters" of advanced age—often fond of ease and comfort—possessing only that knowledge, which, although of the seas, has enabled them to navigate themselves into good berths ashore; and who would, were they, as ship-masters, wrecked at Key West or elsewhere, require the very species of advice and assistance which they, as special agents, are expected to bestow upon their brother sailors, although their previous pursuits in life may not have allowed them better opportunities for the acquirement of the necessary legal knowledge and skill; and it has generally been no part of their study. There are, of course, exceptions to this general description, although too many have to depend upon Key West lawyers "to keep them straight," and some of these ship-master agents have been enabled to render good service; but, as a certain means for discovering and preventing frauds, it would be unjust to expect them to succeed in all cases among strangers, for they are often unable to detect fraud when practised at their home ports. The money paid by the underwriters of New York, Boston, Philadelphia, and Baltimore, would more than secure and compensate the services of a person of known skill, fearlessness, zeal, and character; and the advantages which would accrue from having always at that point a known agent, who would be ready for any emergency, are incalculable.

The foregoing remarks as to total losses, it will be seen, are exclusively applicable to those cases which were engendered in fraud, and carried through by fraudulent acts and proofs. There is, however, another class of losses, not originally planned in fraud, but which ultimately takes its assistance, to make that a total loss, which, without its influence, would be but a trifling accident, or at the worst, only a partial loss. Many

vessels, for instance, meet with accidents which are not of a character so serious as to make it probable that they would be abandoned if they were not "*well insured*." Proofs of this often occur; for other captains, generally not so well supplied with men and means, but who are interested to make money, take charge of vessels so abandoned, and bring them with little trouble into port, and it is then discovered that the damage was really but a trifle; and it may well be inferred that a profitable *sale to the underwriters* was an object of greater importance than any fear of the loss of lives. Other vessels, after unavoidable accidents, put into ports of necessity, where, because they are well insured, or because the masters are unwilling to burthen the owners with one third of the cost of the repairs, which they have, by the contract of insurance, agreed to bear, are condemned and sold, and perhaps bought in under cover. These were not cases of fraud in the beginning, but they are converted into fraudulent claims by the conduct of the captains, who, as the agents of all parties, were bound to act as they would have done were the vessels their own and only property, and uncovered by any insurance. Luckily, frauds of this nature are more easily traced, because those persons who give false estimates and surveys to the captain to assist the condemnation of the vessel, are equally ready to betray him when they have got the hire of their iniquity; and yet many cases of this kind have been paid without hesitation, owing to the character of persons who have been interested. On one occasion, a ship with a load of salt got ashore near Sandy Hook. She leaked badly, but could be pumped out by great exertion, and was in the act of being floated, when one of the owners got on board, and seeing that she would be saved, had the audacity to offer to the honest and intrepid wrecker who had charge of her, and who is now dead, \$500 to let her sink in deep water when he got her off. To those who knew the wrecker, it would be needless to say that she arrived in New York, were it not for the purpose of stating that this is the same ship which was subsequently *sold to the Boston underwriters*, by being scuttled in the Straits of Magellan, as before described. Another ship was insured in New Orleans, for a period of time. On the voyage to New Orleans she had lost a chain cable, but this loss did not amount to an average. No chain was procured even on her return to New York. She was put up for Cadiz, and sailed; the single chain, which was but half as long as it should have been, was, by the aid of a second-hand anchor, made to represent two chains. The captain had remonstrated against this management, but rather than lose "a berth," he listened to the instructions of the owners, which were, she "is well insured, and if you can't keep her off, why let her go ashore *for good!*" He did not disobey orders or break the owners: she was stranded, and the New Orleans insurers paid the loss, as the fraud was not discovered until it was too late. A schooner, insured at a high valuation, was dismasted, but arrived at a southern port. The owners abandoned and claimed for a total loss, but the surveyors would not condemn the vessel. As the owners were thus compelled to repair her, they ascertained how much her repair must cost to give a claim for a technical total loss. The repairs were fully made, and the vessel, fitted out in the best possible manner, came to New York. Documents were procured, the loss was stated, and found to amount to a "technical total loss," thus throwing the vessel upon the underwriters for sale, and giving the right to

call upon the insurers for the sum insured, and for the payment of all the bills of repairs furnished. The bills and documents appeared to be fair and honest, excepting as to certain articles supplied, which the vessel did not have before the accident. Amongst the papers, *by mistake*, were some religious memoranda of a private character, and yet it was found that the bills of repair *were false!* Two hawsers were charged for ; only one was found on board ; the captain declared that *one was so locked in the forecastle that it could not be seen*, as he had not the key ; a watch was set upon him and the vessel ; he immediately got men, unlocked and cleared out the forecastle, whilst his owners procured a second hawser, brought it on a cart, cut off the *New York ship-chandler's tally*, had the hawser stowed in the forecastle, placed old sails and rigging on top of it, locked up the forecastle, and then sent to say that he had "got the key, and the other hawser could be seen." On finding that this manœuvre had been discovered, the owners alleged that they had removed the hawser for "safe keeping," but this only made the case worse, as it thus appeared that they were willing to secrete the property of the underwriters. The truth was, the hawser in the bill was charged for *at double the actual weight*, and so were many other articles. The deduction of these false charges defeated the claim for a technical total loss, and the owners, rather than be exposed by a public trial of the case, were glad to settle it as a partial loss, keep the vessel, which they had fondly hoped to buy in, and pay their own false bills as they best could. It is more than likely that the insurers of this schooner have forever lost the custom of the owners ; but they will probably be enabled to survive the misfortune quite as long as those to whom they give their patronage.

As to claims for partial loss and general average which are planned in fraud, they are numerous. A few cases may be cited. In one instance, where a schooner had met with no disaster, a complete set of false documents, bearing seals, etc., were made out at New Orleans, to recover for a partial loss in New York, and the claim was paid. The fraud was discovered, when the captain was arrested for burning a brig after dismasting her. In another case, a captain who had been previously convicted of stealing flour and other articles from a vessel which he had towed into Boston for salvage, was found to have had two insurances on his vessel, and recovered a partial loss, once in New York, and a second time in Philadelphia, whilst in fact no loss had taken place. Partial losses *are twice recovered* with less hazard than total losses, which are often spoken of in the newspapers as being insured in some office of which the name is given, whilst the insurance companies seldom take any trouble to inquire as to second insurances in cases of partial loss. Coffee, damaged on the voyage of importation, and sold in New York, for account of underwriters, has been purchased and hoarded in this city and Brooklyn in large quantities ; it has been put into clean bags, insured at a high rate, and shipped to Marseilles, and other ports, where it has again been "sold for the *benefit* of underwriters," and the claims for heavy amounts, in particular average, have been paid, so that large profits have been made upon small investments. Other articles of a like nature are frequently treated in the same way, and the documentary evidence for the claim always comes duly authenticated and in perfect form. To some of these cases the captain is an accessory, but generally he knows no more of the affair, than that the merchandise appeared to be sound when shipped ;

and, as he is told that the cargo could only have been damaged from "bad stowage," for which the vessel would be liable, he is willing to accommodate the parties with a protest, by which a little rough weather is magnified into a gale, and the damage to the coffee, which may have once before been paid for by the same underwriter, becomes, with the assistance of certificates from surveyors, the subject of a new claim. This practice has had a very injurious effect—as to insurance—upon the interests of honest houses, and it is peculiarly interesting that such frauds should be prevented and exposed. In some instances, where there was no insurance on the vessel, damages, which have accidentally happened, have been so fraudulently described as to bring them within the rules for general average, and insurers on cargo and freight have been made to bear, wrongfully, a large proportion of the repairs. In others, where the vessel and cargo belonged to the same owners, and sometimes where they did not, and accidental damage has happened to "memorandum articles," for which no "particular average" could legally be claimed from the insurers, the whole has been, by fraudulent protests, and false log-books, brought into a general average, and contributed for by those who should have been exempt. In a recent case, damages happening on a voyage to Mobile, were made the subject of a protest at that port. She was not then insured, but a policy was procured in Boston, and the vessel left Mobile without repairs;—before arriving at New York, some sails were blown and cut away, and on arrival, a protest was made in which it was stated that all the damage, including that received on the voyage to Mobile, had happened on her voyage *from* that port. Surveys were called, the repairs were ordered, a statement of the claim for loss was made, when, by the merest accident, the Mobile protest was discovered in New York, and the whole fraud was exposed. Alterations and re-writings of log-books, to suit certain circumstances, or to bring a loss within the terms of a policy, are of too frequent occurrence to require more than a passing notice. Another species of claim, scarcely less culpable than some of the instances cited, is, where a vessel's copper being so nearly worn out as to require to be replaced by new, is purposely stranded upon some bar or shoal, whence a tide will be sure to float her, but not until the stopping or touching upon the ground has furnished an excuse for requiring new copper at the expense of the insurers. Sails, old and ragged, are sometimes set purposely to have them blown away, in order that underwriters may furnish the vessels with a new suit; and, occasionally, when the wind will not blow with sufficient force to remove the vestiges which might betray the age of the sails, the axe and the knife will cut the tell-tale witnesses from the spars.

And as to small losses, not originating in, but turned to, fraud by bad acts, misrepresentations, and false oaths—their name is Legion! It would be an endless labor to detail all the cases which come readily to the knowledge of one who attends, personally, to the "out of door" business of examining and settling insurance claims. Some of them may be enumerated. In cases, where damage to cargo has arisen from "bad stowage," false surveys, showing *sea damage*, are often procured, to make the insurers pay the loss which should fall upon the ship owner. False certificates of the sound value of a damaged cargo are procured, to increase the per centum of loss which would not otherwise reach the

amount necessary to create a claim for particular average. Almost every case of repair for account of underwriters is attended with a fraudulent overcharge in the bills, as in such cases mechanics have no mercy. False bills of repairs are rendered to the insurers, where a fraudulent increase of fifty per cent. is made, so that when the one third "new for old," which should fall upon the owner, is deducted, the insurer will, after all, pay the full cost of the repair without the benefit of the deduction which the policy would warrant. A case of the kind was discovered, where, by accident, the honest and dishonest bills were placed in the hands of the same insurance broker to adjust the claim. The ship chandler's bills, which were most important, plainly proved, that one was made for the owner and the other for the insurers, \$150 being charged for every \$100 of cordage actually delivered. This was not the first or last case of the kind, although in the other instances more caution was used. There are persons in New York who do not scruple to propose this and other plans to ship-masters and owners, as an inducement to give them their business,—and New York is not the only port where this and similar practices are extant. An English ship carpenter at Cowes or Falmouth, can afford to give a ship-master a new chronometer, as well as a New Yorker can afford the bestowal of a large commission, or a suit of clothes; and some ship-masters in high places, who have been highly respected for their sobriety and integrity, have not disdained to require and accept what honest men call *a bribe*, for the bestowal of "an underwriter's job," but which polite and time-serving rogues will persist in calling a mere "perquisite." As an honest mechanic can afford no deduction from his bills, he will make none; and, although New York retains ship-masters who would scorn to receive, and mechanics who would not give, "a douceur," it is nevertheless disgraceful, that neither of these classes succeed so well as those who are more in favor on account of their yielding character and easier consciences. It would be an advantageous labor for the underwriters to correct—by their own personal scrutiny—the evil in New York, before looking farther; the result would surprise them, and be beneficial to all but those who now confidently but secretly batten on the spoils.

Many captains, who have made demands against underwriters, have found that the difference of a few dollars in loss or expense will make or mar a claim for partial loss, which must, in all cases, amount to five per cent. upon the valuation; for insurers seldom or never pay a loss falling short of five per cent., however nearly it may approximate to that amount. The captain or owner whose demand has thus been defeated once, provides for future cases; the axe and the knife, profuse expenditure, or false bills, will augment the per centum *to more than enough*, for fear of mistakes in the calculation! In a recent case, the captain was detected in the act of injuring the rigging of his vessel, after his arrival in port, in order that he might not only have damage enough for a claim, but secure a supply of new rigging for the old. Complaints against underwriters have been made, that they encourage petty frauds of this character, by refusing to pay claims for partial loss which fall short of the necessary per centum by a trifling amount, which, as the assured say, is occasioned by the exercise of extreme economy. But the answer is, that the most strict and honest exercise of economy, in all cases, is but a just compliance with a kind of implied warranty to which

the assured binds himself by the acceptance of the policy ; and, as the terms of the contract, in relation to partial losses, printed in the policy, are easily understood, there can be no hardship to an honest man, in adhering to them punctilioiusly ; the rogue will surely complain, so that he may at least appear honest and indignant. A departure in one instance, "would be recorded as a precedent ; and many an error, by the same example, will rush into" the business of adjusting claims, and so many difficulties would thus arise, that there might as well be no rules in existence ; for, even with the best discretion and skill on the part of insurers, in the exercise of their duties under this part of the contract, they are too often compelled to pay for repairs, as indiscriminately, as if they had agreed to keep the vessel in complete order, under any and every circumstance. There are alterations required, most assuredly, as to parts of the practice of settling claims, which would operate more fairly and fully as an indemnity ; and, when frauds are decreased, the insurers can well afford to make such changes, as they are, and should always be, inclined to maintain the character of the policy of insurance as a contract of perfect indemnity.

Policies by vessel or vessels have given rise to another species of fraud, which has been much practised. Open policies for twenty, fifty, or one hundred thousand dollars, are procured by persons receiving many consignments. The amount to be insured by any one vessel is limited ; and it is agreed that the assured shall give immediate information to the insurers as to the shipment or receipt of the invoice, in order that the amount may be endorsed upon the policy. As the advice of shipment and the invoice very often arrive together, and as the *goods are safe*, the assured is too apt to *forget to give the insurers notice to make the endorsement on the policy*, and the premium of insurance is thus unjustly detained from them, whilst it is hardly probable that there is an instance on record where the assured *forgot* to make the endorsement and claim when the goods were lost or damaged. Claims for return premium are often falsely made under these contracts, but it oftener happens, that the assured continues to hold the policy rather than make an affidavit that all the goods actually received have been endorsed on the policy, and he will get such a privilege for an extension of time as will enable him to fill up the policy by such endorsements *as are unavoidable*. To increase the perplexing difficulties of this kind of insurance, the goods are often consigned "to order," and though the insurers may, by the inspection of newspapers and freight lists, and by means of assistance from the customhouse, discover and endorse many of these stray risks, yet a vast number go clear, and pay no premium ; and, with the exercise of the greatest vigilance, the dishonest practice will continue until the underwriters adopt some harsh measure, or abolish the system entirely. The plan of issuing these policies commenced at a time when, as there was a greater competition, it was deemed necessary by some underwriters, to offer increased accommodations to the assured ; and what was once a mere convenience, or inducement held out to get premiums, has now become so strongly engrafted upon the business of insurance as to be almost immovable, although there are many serious objections besides that of the fraud to which it has given rise. Such policies are decreasing, and will continue to be less often granted, until the old system be restored : the sooner the better.

The last of the frauds to be described, are those by which underwriters suffer from the plundering wreckers upon our coast. They are committed less often than in former times, when magistrates and preachers did not disdain to insist on having a fair chance with their less potent brethren. It is by no means probable that the inhabitants of our sea-board ever contrived to cause the loss of life with a view to plunder; but, it is confidently believed, that they have caused losses of vessels by false lights, etc., although no instance has been clearly proved. These wreckers, luckily, do not harbor the superstitious fears as to saving life from wrecks, attributed by Sir Walter Scott to their less fortunate brethren on the coast of Zetland; for, we have innumerable instances of the hardihood of our "Jerseymen" and others in saving life under the most perilous circumstances. But, as to stealing, too many of them exceed in rapacity the most zealous of the Zetland tribe, who, as Scott says, looked upon the wreck as a "godsend," and as a mark of "especial favor from on high; which favor would not be repeated if the old and helpless were not charitably assisted to a fair share." Men and women owning property, and who would scorn to steal even a rusty nail from a neighbor, have had neither conscience nor fear as to robbing wrecks which were cast upon their coast; to rob a dead body was, with them, no crime. For some years past these piracies have been less frequent; and it depends upon the underwriters themselves, whether they shall be again committed with that impunity, which allowed of the stealing of at least \$20,000 worth of goods from one ship, within sixty miles of New York, without a single arrest. On the coast of North Carolina, the pirates generally steal as much as they please. Nothing will prevent the recurrence of these bold thefts, but the prompt arrest and punishment of every thief, at any sacrifice or hazard; and there are good men and good laws upon our coast, to insure the execution of justice, if their aid be required. As an auxiliary to the prevention of theft, the wreckers should be well and even liberally paid for every service. A parsimonious doling out of a miserable pittance to workmen will always be, as it has in some recent cases been, the cause of great dissatisfaction, so that honest men will not work, and some of the worst class of men will be hired in their places, and there will be more stolen from the wrecks than would be necessary to pay the honest men for their labor ten fold. There never was and never will be any real saving by such a course at a wreck. Underwriters would know this better, if they would occasionally surprise themselves by a visit to the sea coast after their agents have returned and made their reports.

The policy of insurance, which now makes the underwriter liable for barratry of the master and mariners, should be so amended as to cover only the innocent shipper of cargo in case of loss by fraud. The Boston policies have for a long time covered "barratry of the master and mariners, *unless* the assured be the owner of the vessel." In New York, the owner of a vessel and cargo may contrive with his captain for a fraudulent loss, and although the fraud may be discovered, the insurers, under the risk of barratry, would be made to pay, unless his collusion with the captain could be proved. The effect of the Boston policy is, to keep the owner up to his liability in the selection of an honest captain, for against the acts of a rogue he cannot be indemnified.

As to the prevention of petty frauds: perhaps a clause might be introduced into the policy, which would vitiate every claim, however honest in

part, if it were clearly proven that any portion, be it even the merest trifle, were founded in a wilful fraud. A provision of this kind exists in fire policies, and in many instances has proved very effective. And as to the prevention and detection of frauds in general, great assistance might be derived from an interchange, with every Board of Underwriters, of a list of all the frauds, large and small, attempted or known of by each company, and reported twice a month to the head-quarters to be agreed upon ; it being understood that an alliance should be formed, forbidding the issuing of a policy to any individual who may be clearly proved guilty of a fraud. The expense of such an arrangement would be a trifle ; for as it is, every company has to guard itself, and there is but little difficulty in perpetrating any fraud which may be designed. But the best of all means to prevent fraud is *the unceasing exercise of vigilance—vigilance among underwriters* ; and, among honest merchants, *vigilance !* Without vigilance, every plan must fail ! And be it understood, that the frauds of the rogues are, for the future, apparently to be perpetrated *in good vessels* ; old vessels are too much suspected ; and, although many of the heaviest of the honest losses which have fallen upon our underwriters have been by ships of the first class, there is little doubt that good ships will still be readily insured, and the frauds of the swindlers will be the more easily covered.

The statements herein offered are voluntary.—That they are true can be proved, if necessary. No solicitation, no cause, but a sense of duty, could have brought them forth. If any individual thinks he sees himself, or his case, too closely described, let him go and sin no more ; he will have nothing to fear. As the object was to confer a public benefit, not to inflict a private injury, so no malice should be inferred ; at all events, as no favor or affection should be sought from rogues, so their enmity should not be dreaded. And it is believed that there are *too many* concerned in the base practices of deceit, cheating, and imposition, collusion, misrepresentation, equivocation, concealment, bad faith, and perjury against insurers, for any person to imagine that *he* is specially alluded to ; none will, therefore, “be offended, but those who are *too conscious* of their culpability : QUI CAPIT ILLE FACIT.”

ART. III.—SUGGESTIONS ON THE LAW OF AUCTIONS.

No. III.

ON AN AUCTIONEER'S RIGHT TO PURCHASE.

THE reason why an agent for the purpose of selling, cannot generally become the purchaser, is obvious ; he cannot have a single eye to the interest of his principal. Courts of equity are disposed to adopt the principle of the civil law, that the same person cannot be both buyer and seller. When an ineffectual attempt at public sale has been made, the auctioneer may purchase from his employer the property he was engaged to sell, for his agency has terminated ; but while his employment continues he cannot purchase, on the ground, that being invested with a trust, he is disqualified

from placing himself in a situation incompatible with the honest discharge of his duty. If such a purchase can be sustained, it must be where the agent makes it fully appear, both that he furnished his employer with all the knowledge he possessed, and also that he was known to be the purchaser. The rule is, that an agent shall not purchase from himself.

RIGHTS OF VENDOR AGAINST PURCHASER AT AUCTION.

A vendor, after contracting to sell, has a lien on the goods, which entitles him to the possession until the price is paid, unless it has been agreed between the parties that a certain time shall be given for payment. Although when a bargain is struck, the property in goods is transferred to the purchaser, and that of the price to the seller, yet the vendee cannot take them until he tenders the price agreed on. The payment of earnest-money does not remove the lien, but only diminishes it so much.

There does not appear to be any case of *stoppage in transitu* between vendor and vendee upon a sale at auction; but the ordinary rules of law would apply. The right of resuming the possession of property by the vendor, during the course of its conveyance to the vendee, in the event of the insolvency of the latter, is called *stoppage in transitu*. This is an interesting topic, to which we can but allude at this time; we may, however, add, that this right of stoppage does not proceed upon the ground of rescinding the contract, but it is an equitable lien, adopted for the purposes of substantial justice; this right is not taken away by a part payment of the price of the goods by the consignee.

The vendor may bring an action for the price of goods sold, against the purchaser, or it may be brought by the auctioneer; but it may be resisted in the latter case, if the auctioneer has committed an act which would have invalidated the contract if it had proceeded from the vendor. If a person purchase goods of a factor, knowing him to have made the sale in that capacity, in an action by the factor for the price, the defendant cannot set off a demand which he may have against the plaintiff; but if an auctioneer does not disclose the name of his principal, but delivers the goods in his own name, and the purchaser does not know that he is acting as agent, the buyer would probably have a right to set off a debt due from the auctioneer, in an action brought against him by the principal for the price of the goods. If, however, he should disclose the name of his principal before payment, or before the whole of the goods were delivered, although he did not disclose his agency at the sale, the effect would be the same as if the name of his principal had been stated before the sale. If an auctioneer become bankrupt after he has effected a sale, the vendor may maintain an action against the purchaser for the purchase-money, if it has not been paid to the auctioneer; or if the vendor gives notice to the purchaser not to pay it to the auctioneer, and the purchaser, notwithstanding such notice, subsequently pays it to the auctioneer, he will be liable to pay it to the principal also.

When the contract for the sale of goods is completed by the assent of both parties, the property in the goods is so far transferred to the vendee, as to give him a complete right of property in them, and a right to the possession of them on payment of the price agreed upon, but he cannot take the goods until he tenders the price. It is difficult to ascertain the

particular period when the property in goods passes from the vendor to the vendee. What is sufficient to vest the property in the vendee, is not always sufficient to deprive the vendor of his lien for the price; what might be sufficient, in the absence of insolvency, to confer a right to possession, is not always sufficient to deprive the vendor of the right of *stoppage in transitu*. This point is of importance in cases where the property is destroyed. It appears to be well settled, that a purchaser, from the time of the purchase, is in equity owner of the estate; that he must pay the consideration money, if the estate be injured or destroyed by fire or otherwise, between the time of the contract and the conveyance; and upon the same principle, that he will be entitled to any benefit which may accrue to the estate during the same period. Goods sold remain at the risk of the seller, where something remains to be done, as between the buyer and seller, as for the purpose of ascertaining either the quantity or price of the article sold; because if there is no delivery, the property does not pass though the price be in part paid; if there be a part delivery, the other part not yet ascertained will not pass. There need not be an express agreement that something farther shall be done; it is enough if it appear, from the circumstances of the case, to be necessary. But when the goods are sold, and nothing farther remains to be done to them by the seller, the property in such goods will be changed by the sale, and they will be at the risk of the purchaser.

The statute of New York in relation to principals and factors, has materially changed the law formerly applicable to them; in certain cases it deems the agent or factor to be the true owner, so far as to give validity to his contracts; but subjects him to a penalty if he dispose of property intrusted to him, to his own use, with the intent to defraud the true owner. The statute impairs the common law right of owners; for they might follow their property into the hands of third persons, where it had been transferred or disposed of by an agent contrary to his instructions or duty, and reclaim it unconditionally.

OF THE RIGHTS OF THE PURCHASER AT AUCTION.

If a deposit is paid on a purchase, and the owner fails to comply with the conditions of sale, the purchaser may either affirm the agreement by bringing an action for the non-performance of it, or he may disaffirm the agreement, and maintain an action against the vendor for his money. Where a person buys at auction several lots, it is an entire contract; that is, the several lots are purchased with the view of making them a joint concern; and if the vendor fails in making a title to any one of the lots, the purchaser may refuse to take the others.

If a chattel be sold with *all faults*, and yet there are latent defects which it was impossible for the purchaser to discover by means used by the vendor, the vendee may set aside the contract.

An unconditional contract of sale, when once made, cannot be dissolved, except by the consent of the parties to it, or for fraud. But at a sale by public auction, when no credit is given, if the buyer depart without paying for or receiving the goods by delivery, the contract may be treated by the auctioneer as null, and he may sell the goods to another. But where the contract is complete, if the buyer refuse to take and pay for the goods purchased by him, the vendor, to enforce payment of the purchase-money,

for which he has a lien, may resell the goods, and claim for the loss and damage, if he sustains any upon the resale.

A purchaser who is insolvent, may, before the goods come into his actual possession, or even afterwards, if he take possession only for the vendor, rescind the contract, with the consent of the seller ; but where goods have been actually received into the possession of the purchaser, and accepted by him as owner, he cannot rescind the contract, and by returning them to the seller prevent their being applied in satisfaction of his general debts. Insolvency does not operate a dissolution of the contract. A contract of sale cannot be rescinded after a complete acceptance of the goods by the purchaser, except there be an original agreement that he may be at liberty to rescind in such case, or unless both parties, where the interest of a third party is not concerned, consent to rescind it, or it turn out to be a case of fraud. And, even in the case of fraud, if the purchaser, after the discovery of the fraud, continue to deal with the article as his own, he cannot afterwards rescind the contract. The purchaser must rescind within a reasonable time.

In general, whenever a person, in order to obtain an undue advantage in a sale, by word or deed, intentionally misrepresents, or conceals, or produces a false impression, in regard to a material fact, forming an inducement to the contract, and touching a matter, in respect to which a known trust or confidence is properly placed in him by the other contracting parties, who are ignorant of the fact misrepresented or concealed, the contract or sale may be vacated by the party imposed upon, for fraud. A sale of property procured to be made by false pretences or criminal fraud does not effect a change of the property.

If the vendor fails to comply with the conditions of sale, the vendee may maintain an action for such non-compliance, or he may rescind the contract. Specific performance of a contract by a competent party, and in its nature and circumstances unobjectionable, is as much a matter of course in equity, as damages at law.

If the purchaser knows that an auctioneer made the sale in that capacity, in an action by the auctioneer for the price, the purchaser cannot set off a demand which he may have against the auctioneer.

It is not uncommon for a deposit to be made at sales by auction. A deposit is a payment in part of the purchase-money, and not a pledge only ; the auctioneer is, however, the stake-holder, till the sale is completed, and he cannot legally part with it to the vendor or purchaser before that time, except by their consent. If the vendor fail to comply with, and perform the conditions necessary to complete the contract on his part, the deposit may be recovered from the auctioneer ; although, in general, he will not be liable to pay interest upon it. If, however, a deposit is paid into the hands of an auctioneer, so far as respects any risk to the deposit, he is only the agent of the vendor ; and if the auctioneer become insolvent, the loss must be borne by the vendor.

In conclusion, it may be remarked, that an auctioneer is bound by his duty to obtain the best price which the property is fairly worth, and not to sell at a less price or in a different manner than is specified in his instructions, unless compliance with his instructions would operate as a fraud upon others. If his instructions are unlimited, he must pursue the accustomed course of business. He must possess a competent degree of skill, and is liable for losses sustained by his incapacity. If he exceed his au-

thority, and loss ensue, he must bear it, unless his principal recognise his acts ; if any gain result, he must account for it. If he be without special instructions to sell for cash alone, and not on credit, he may sell on credit, for the period usual in the market. If goods be intrusted to him to dispose of on particular terms, if a compliance with those terms should prove to be impracticable, he is not liable, if he in good faith dispose of the goods in some other manner. His conduct, when no fraud is chargeable, should receive a liberal and favorable construction. If he sell on credit, and the vendee becomes insolvent before the demand falls due, he will not be liable if he exercised due diligence to ascertain the solvency of the purchaser. If he sell several parcels of goods belonging to several of his principals, on a credit, to one person, and take one note from the vendee for the whole, payable to himself, he would not, from this circumstance alone, be personally liable to his principals ; but, if he should sell goods of his principal and take a bond to himself for the amount, including a debt of his own, he would be liable to his principal for money had and received, though nothing in fact may have been received by him. When, for an additional compensation in case of sale, he undertakes to guaranty to his principal the payment of the debt due by the buyer, he receives a *del credere* commission, an Italian phrase, whose signification is exactly equivalent to our word guaranty or warranty. If he receive a *del credere* commission, he is liable to his principal ; if the buyer fails to pay, he is not primarily the debtor.

In bringing these suggestions to a close, it may be added, that some of the authorities maintain, if an auctioneer dispose of property without having a sufficient authority for so doing, so that the purchaser is unable to obtain the benefit of his purchase, the auctioneer will be liable for the costs the purchaser may be put to. It is also recommended, that an auctioneer ought generally to state in advertisements that the property will be sold at the time and place designated, unless previously sold by private contract, in which case, notice of the sale will be immediately given to the public ; if the property be disposed of by private contract, the auctioneer should immediately give notice of such disposition ; if he does not, it is said that any person who attends at the place appointed for the sale, will be entitled to recover against the vendor or auctioneer any expenses he may have thereby incurred.

ART. IV.—THE HARBORS OF NORTH AMERICA.

Natural facilities for the formation of Harbors on the American Coast—Tides—Construction of Quays and Jetties—Cranes—Graving Docks—Screw Docks—Hydraulic Docks—Landing Slips, &c.—New York—Boston—Philadelphia—Baltimore—Charleston—New Orleans—Quebec—Montreal—Halifax.

THE eastern and southern coasts of North America are indented by numerous bays and sheltered sounds, which afford natural facilities for the formation of harbors more commodious than any which works of art alone, however costly, could possibly supply, and to an extent of which, perhaps, no other quarter of the globe can boast. The noble rivers with which this country abounds, and its inland lakes, which, for expanse, deserve

the name of seas, are subjects of great interest to the general traveller; but to the civil engineer, who is more alive to the importance of deep water and good shelter in the formation of harbors, and who, at every step in the exercise of his profession, feels the difficulty, and is made aware of the expense, which attend the attainment of these indispensable qualities by artificial means, the natural harbors of the continent of North America afford a most interesting and instructive subject of contemplation.

The original founders of the sea-port towns on this coast appear to have been very judicious in their selection of situations for forming their settlements. The towns, if not placed at the mouths of fine navigable rivers, in most cases possess the advantages of sheltered anchorages, with deep water, and accommodation for all classes of vessels. The chief object in founding most of the towns, seems to have been the formation of a port for shipping, or the cultivation of a valuable adjacent tract of country watered by a navigable river; in which latter case the harbors do not always possess the same natural advantages, but stand in need of works for their improvement, which would involve a greater expenditure of capital, and occupy more time in their execution, than a country, as yet new in the arts, has been disposed to bestow upon them. Viewing the harbors of America generally, however, no one can fail to be struck with their importance, and, in connection with its inland navigation, convinced of their mighty effect in advancing the prosperity of that enterprising country.

The largest ports of North America are Quebec, Halifax, and Montreal, in the British dominions, and Boston, New York, Philadelphia, Baltimore, Charleston, and New Orleans, in the United States. Besides these ports, there are many towns on the coast, of later origin, having less trade and importance, but nevertheless possessing splendid natural facilities for the formation of harbors.

I was fortunate enough to visit many of the American ports, and in most of them, I found that accommodation for vessels of great burden had been obtained in so satisfactory a manner, and at so small an expense, as could not fail to strike with astonishment all who have seen the enormously costly docks of London and Liverpool, and the stupendous asylum harbors of Plymouth, Kingstown, and Cherbourg. I have little hesitation in saying, that the smallest of the post-office packet stations in the Irish Sea has required a much larger expenditure of capital, than the Americans have invested in the formation of harbor accommodation for trading vessels along a line of coast of no less than 4,000 miles, extending from the Gulf of St. Lawrence to the Mississippi.

The American packet-ships trading between New York and the ports of London, Liverpool, and Havre, are generally allowed to be the finest class of merchant vessels at present navigating the ocean: and for their accommodation we find in England the splendid docks of London and Liverpool, and in France the docks of Havre. An European naturally concludes that a berthing no less commodious and costly awaits their arrival in the ports to which they sail; but great will be his astonishment when, on reaching New York, the same fine vessel which lately graced the solid stone-docks of Europe, is moored by bow and stern to a wooden quay; and, on leaving the vessel, he will not fail to miss the shade of a covered verandah enclosed within high walls, the characteristic

British dockyard, and will have any thing but pleasant sensations when he is ushered forth upon a hastily constructed wooden jetty, which, in certain states of the weather, is deeply covered with mud, and generally affords a footpath far more agreeable.

This state of things strikes a foreigner, on first landing in America, in a very forcible manner. The high, and in some cases superfluous, finish which the Americans bestow on many of their vessels employed in trading with this country, lead those who do not know the contrary to expect a corresponding degree of comfort, and an equal display of workmanship, in the works of art connected with their ports; and it strikes one at first sight as a strange inconsistency, that all the works connected with the formation of the harbors in America should be of so rude and temporary a description, that, but for the sheltered situations in which they are placed, and other circumstances of a no less favorable nature, the structures would be unfit to serve the ends for which they were intended. But when we come to inquire into the reasons for this difference between the construction of the European and American harbors, they soon become apparent and satisfactory. The difficulties and expense encountered in the formation of most European harbors, have arisen chiefly from the necessity of constructing works of a sufficient strength to withstand the violence of a raging sea to which they are in general exposed, or in obtaining a sufficient depth of water, by the construction of docks, or other means, to enable the vessels frequenting them to lie afloat at all times of tide. In Britain, these difficulties in a great measure arise from the narrowness of our country, which necessarily contains but a small extent of inland waters, whose quantity and currents, when compared with the bays and rivers on the American coast, are agents too unimportant and feeble to produce, without recourse to artificial means, the depth or shelter required in a good harbor. The Americans, on the contrary, among the numerous large bays and sounds by which their coasts are indented, have the choice of situations for their harbors, perfectly defended from the surge of the ocean, and requiring no works, like the breakwaters of Plymouth and Cherbourg, for their protection; and the basins formed and scoured by their large navigable rivers, afford, without resorting to the construction of docks like those of Liverpool, London, Leith, or Dundee, natural havens, where their largest vessels lie afloat at all times of tide within a few paces of their warehouse doors.

The kind of workmanship which has been adopted in the formation of the American harbors is almost the same in every situation; and the harbors generally bear a strong resemblance to each other in the arrangements of the quays, and even in their localities. This renders a detailed description of the works of more than one harbor unnecessary; and, for the purpose of giving an idea of an American harbor, I would select that of New York, because it undoubtedly ranks as the first port in America, and is, in fact, the second commercial city in the world, the aggregate tonnage of the vessels belonging to the port being exceeded only by that of London.

The island of Manhattan, in the state of New York, is about fifteen miles in length, and from one to three miles in breadth. The city of New York is situate on the southern extremity of this island, in north latitude $40^{\circ} 42'$, and west longitude $74^{\circ} 2'$, from Greenwich. It was founded by

the Dutch in the year 1612, and it now contains a population of about 300,000 inhabitants, and measures about ten miles in circumference. On the east, the shore of Manhattan Island is washed by the sound which separates it from Long Island, and on the west by the estuary of the river Hudson, which, as far up as Albany, is more properly an arm of the sea than a river, the stream itself being small and contemptible. These waters, which have received from the Americans the appellation of the East and North rivers, meet at the southern extremity of the island of Manhattan, and at their junction form the spacious bay and harbor of New York, the great emporium of the western hemisphere.

The bay of New York, which extends about nine miles in length, and five miles in breadth, has a communication with the Atlantic Ocean through a strait of about two miles in breadth, between Staten Island and Long Island. This strait is called "the Narrows;" and on either shore stands a fort for protecting the entrance to the harbor. This magnificent bay, which is completely sheltered from the stormy Atlantic by Long Island, forms a noble deep water basin, and offers a spacious and safe anchorage for shipping to almost any extent, while the quays which encompass the town on its eastern, western, and southern sides, afford the necessary facilities for loading and discharging cargoes. The shipping in the harbor of New York, therefore, without the erection of breakwaters or covering-piers, is, in all states of the wind, protected from the roll of the Atlantic. Without the aid of docks, or even dredging, vessels of the largest class lie afloat during low water of spring-tides, moored to the quays which bound the seaward sides of the city; and, by the erection of wooden jetties, the inhabitants are enabled, at a very small expenditure, to enlarge the accommodation of their port, and adapt it to their increasing trade.

The situation of New York is peculiarly favorable for the extensive trade of which it has become the seat, by the nearness of its harbor to the ocean; the quays being only about eighteen miles from the shore of Sandy Hook, which is washed by the waters of the Atlantic. This naturally makes the communication more direct and easy, as a very short time elapses between making land and mooring at the quay; and all the anxiety which is experienced after falling in with the European land, in a coasting navigation of several days, before the mariner terminates his cares by docking his vessel in Liverpool or London, or in any other port of Great Britain, is thus avoided. I may mention, in illustration, that I left the quays of New York at half-past eleven on the forenoon of the 8th of July, 1837, in the "Francois Premier" packet-ship, Captain Pell, for Havre, with a very light breeze from the northwest; and, at seven o'clock on the evening of the same day, our vessel was gliding through the Atlantic with nothing in sight but sky and water. This case is strongly contrasted with what took place on my outward passage, on which occasion I left Liverpool, under no less advantageous circumstances, on the 12th of March of the same year, in the "Sheffield" packet-ship, Captain Allen; but we did not clear the Irish land till two days after our leaving port.

The perpendicular rise of tide in the harbor of New York is only about five feet. The tidal wave, however, increases in its progress northward along the coast, till at length, in the bay of Fundy, it attains the maximum height of ninety feet. Towards the south, on the contrary,

its rise is very much decreased ; and, in the Gulf of Mexico, is reduced to eighteen inches, while on the shores of some of the West India islands it is quite imperceptible.

A bar extends from Sandy Hook to the shore of Long Island, across the entrance to the harbor. Over this there is a depth of twenty-one feet at low water, which is sufficient to float the largest class of merchant-vessels.

The wharves erected for the accommodation of the shipping of New York, are formed entirely of timber and earth, in a very rude and simple manner. A row of wooden piles, driven close to each other into the bed of the river, forms the face-work of the quay, which is projected from the shore as far as is necessary to obtain a depth of water sufficient to float the largest class of vessels at all times of the tide. The situation of New York in this respect is very favorable, as deep water is very generally obtained at the distance of from forty to fifty feet from the margin of the water. The piles, of which the face-work of the piers is composed, are driven perpendicularly into the ground, and are secured in their place by horizontal wale-pieces or stretchers, bolted on the face of the quay, and running throughout its whole extent. Diagonal braces are also bolted on the inside of the piles, and beams of wood are connected to the face-work, and extend behind it to the shore, in which they are firmly imbedded. These beams act both as struts and ties, serving to counteract the tendency of lateral pressure, whether acting externally or internally, to derange the line of quay. The void between the perpendicular piles, which form the face-work and the sloping bank rising from the margin of the water, is generally filled up with earth, obtained in the operation of levelling sites and excavating foundations for the dwellings and warehouses of the city. This hearting of earth is carried to the height of about five feet above high water of spring-tides, at which level the heads of the piles, forming the face-work, are cut off, and the whole roadway or surface of the quay is then planked over. The planking used in forming the roadway of the quay is, in some cases, left quite exposed ; but, in general, where there is a great thoroughfare, the surface of the quays is pitched with round water-worn stones, and corresponds, in appearance and level, with the adjacent streets.

A continuous line of wooden quay-wall surrounds the city of New York on its eastern, western, and southern sides ; and the inhabitants are still rapidly extending their harbor accommodation to meet the wants of increasing trade, which has now become so great, that the wooden wharf-walls, by which the city is surrounded, have attained a length of no less than seven miles. Numerous jetties, of the same construction as the continuous quay-wall, project into the harbor from its face, at distances of from three to four hundred feet apart. The jetties are generally from two to three hundred feet in length, and from fifty to sixty feet in breadth. The vessels frequenting the harbor, for the purpose of discharging or loading their cargoes, are moored in the bays formed between these projecting jetties, where they lie closely penned together, waiting their turn to get a berth alongside the wharves.

The wood-work in the quays and jetties is of a very rude description. The timbers employed in their construction are seldom squared, and never, in any case, protected by paint or coal-tar from the destroying

effects of the atmosphere. Wood is so plentiful in America, that to repair, or even construct works, in which timber is the only material employed, is generally regarded as a very light matter.

The fixed crane for raising great weights, which is so generally used in the quays of Europe, is not employed in New York, nor, in fact, in any of the American ports. There, vessels generally discharge and take in cargo with a purchase hung from the yard-arm. Tackling, attached to moveable sheer-poles or derricks, is also in pretty general use in some of the ports; but this apparatus proves a very poor substitute for fixed quay-cranes, which are certainly of great convenience and utility in a shipping port.

The want of proper accommodation for vessels requiring repair, is much felt by the shipping frequenting the American ports. The construction of an effective graving dock is, under any circumstances, an operation of considerable expense; but, in situations where the rise of tide is small, the difficulties encountered in its construction, and the inconvenience and expense attending the use of it when completed, prove a great bar to the introduction of this useful appendage to a dock-yard. It is, in a great measure, owing to these circumstances, that graving docks, for the repair of trading vessels, are not used in the American ports; in the most important of which, the perpendicular rise of tide is so small, as to lessen, in a great degree, the advantages which under more favorable circumstances, would be derived from their introduction.

The only graving docks at present existing in North America, are those which have been erected for the use of the navy by the government of the United States, in the navy-yards of Boston, in Massachusetts, and Norfolk, in Virginia. These docks have been formed of such a size as to admit with ease the largest class of government vessels belonging to the American navy. The dock of Boston measures 341 feet in length, and 80 feet in breadth, and has a depth of water of 30 feet. But, although the depth of water in the dock is 30 feet at high water of spring tides, the fall of the tide is only 13 feet, which leaves 17 feet of water to be pumped out of the dock by means of a steam-engine every time a vessel is admitted for repair, an operation both tedious and expensive. The material used in their construction is a grey-colored granite from Quincy in Massachusetts, and, as far as regards workmanship and general execution, they are inferior to no marine works which I have ever seen. These graving docks are believed to have cost about £152,000 each. They are the finest specimens of masonry which I met with in America, and are equally creditable to the government of the United States, and to Mr. Baldwin, the engineer under whose direction they were constructed.

In the American harbors, the method of careening, or laying vessels on their sides to get at their lower timbers, is still often resorted to. I, however, met with three different mechanical arrangements for raising vessels from the water, when decay or damage renders this operation necessary for effecting their repair. In one of these arrangements, the requisite object is attained by the use of an inclined plane, (on the well known principle of Morton's patent-slip, but of a very rude description,) on which vessels are drawn ashore by means of a system of wheel-work driven by a steam-engine.

The second method, which savors more of originality, is called the

screw-dock, the operation of which I witnessed on one occasion in the harbor of New York. The vessel to be raised by this apparatus was floated over a platform of wood, sunk to the depth of about ten feet below the surface of the water, and suspended from a strongly built wooden frame-work by sixteen iron screws four and a half inches in diameter. This platform has several *shores* on its surface, which were brought to bear equally on the vessel's bottom, to prevent her from canting over on being raised out of the water. About thirty men were employed in working this apparatus, who, by the combined power of the lever, wheel and pinion, and screw, succeeded, in the course of half an hour, in raising the platform, loaded with a vessel of two hundred tons burden, to the surface of the water, where she remained high and dry, suspended between the wooden frames. At Baltimore I saw a large screw-dock, constructed on the same principles, on which the platform for supporting the vessel was suspended by forty screws of about five inches in diameter.

The last of those methods to which I have alluded, is an apparatus called the hydraulic-dock, a beautiful application of the principle of Bramah's press, to produce a power capable of raising vessels of 800 tons burden. In this apparatus, as in the screw-dock, the vessel is raised on a platform swung between two frames. In the hydraulic-dock, however, the platform is suspended by forty chains, twenty on each side, which pass over cast-iron pulleys, supported on the top of the wooden frame-work. The lower ends of the chains are fixed to the platform, and the upper ends to a horizontal beam of wood, which is attached by means of a crosshead to the ram of a hydraulic engine. When the ram, therefore, which is placed in a horizontal position, is moved, by the injection of water into the cast-iron cylinder in which it works, the motion is communicated to the horizontal beam, and thence, by the suspending chains, to the platform bearing the vessel, which is thus slowly raised to the surface.

The cylinder and ram of the particular apparatus which I saw, were made in England, at the works of Messrs. Bolton and Watt. The fixtures of the cylinder are imbedded in a large mass of masonry, so as to render it quite immovable. The perfect stability of this part of the apparatus is obviously of the highest importance, as the safety of the suspended vessel depends in a great measure on the attainment of this object. The external diameter of the water cylinder is twenty-eight inches, and its internal diameter is twelve inches. The ram which works in it is eleven inches in diameter, and ten feet in length. There are several racks attached to the apparatus, for supporting the platform, and taking part of the weight off the ram after the vessel is suspended. When she is ready to be lowered, these racks are unshipped, and the water being permitted to escape through a small aperture provided in the cylinder for that purpose, the vessel slowly descends into the water. The water is injected into the cylinder by a high-pressure steam-engine, of six horses' power, and the attendance of four persons is all that is necessary to raise a vessel of 800 tons register. The perpendicular *lift* of these docks is ten feet, which is found to be sufficient: the rise of tide in New York harbor being only five feet at spring tides, renders a greater height unnecessary.

The screw and hydraulic docks belong to a party of private individuals, called the "New York Screw-Dock Company," who derive a considerable revenue from raising vessels by their ingenious apparatus. The following are their terms:—

For vessels under 75 tons, 3*l.* per day.

Single-decked vessels of 75 tons and upwards, 10*d.* per ton per day.

Double-decked vessels of 75 tons and upwards, 1*s.* 0*½d.* per ton per day.

After the first day, the charge is

For vessels under 170 tons, 3*l.* per day.

For all vessels of 170 tons and upwards, 4*½d.* per ton per day.

Cargo or ballast is charged at the rate of 1*s.* 0*½d.* per ton.

The wharves in the harbor of New York, are in general the property of private individuals, possessing the land on the margin of the river. Some of them also belong to the corporation of New York. The wharfage dues are collected by the owners of the respective quays, and vary in their rates according to the local advantages which the sites possess, and the pleasure of the parties to whom they belong.

Vessels have, occasionally, been damaged while lying at the quays of New York, by the vast masses of floating ice which, upon the breaking up of the frost, are brought down from the interior of the country by the waters of the Hudson. For the protection of shipping against the recurrence of such accidents, which, however, are liable to affect only the vessels lying on the western side of the town, the erection of a break-water in the river above New York harbor, has been for some time contemplated.

Before quitting the subject of harbors, I shall make a few general remarks on some of the other American ports of consequence.

Boston, in Massachusetts, is generally supposed to rank next in importance to New York and New Orleans. The town is situated at the head of Massachusetts Bay, which extends over about fifty miles of coast between Cape Ann and Cape Cod, and contains within its limits many excellent anchorages. Boston Bay, in which the harbor has been formed, is a sheltered inlet of about seventy-five square miles in extent, enclosed by two necks of land, which so nearly approach each other as to leave only a very narrow entrance communicating directly with the Atlantic. The exports from Boston are of a varied nature, consisting chiefly of the produce and manufactures of that part of the United States called New England. The population of the town is about 80,000. Its situation is curious. Placed on a peninsula having deep water close in-shore, and almost entirely surrounding it, it is connected with the adjoining country by means of a dam and seven wooden bridges, of which the most extensive is about a mile and a half in length. The dam consists of an embankment of earth 8000 feet in length, enclosed between two stone retaining walls. It serves the double purpose of affording a means of communication, and also forming a large basin, in which the tide-water being collected, a water power is created for driving machinery.

The quays at Boston are constructed in the same style, and of the same materials, as those of New York, but more attention has been paid by the builders to the durability of the work. Some of the wharves extend about a quarter of a mile into the harbor, and are of sufficient

breadth to have a row of warehouses built on them. The rise of tide in Boston harbor is thirteen feet in spring and nine feet in neap tides. In the suburb called Charlestown, which is connected with Boston by means of three wooden bridges, is situate the navy-yard of the United States, and the graving-dock already noticed.

Philadelphia is a town of 230,000 inhabitants, and stands on a peninsula between the rivers Delaware and Schuylkill in the state of Pennsylvania. Its harbor is at the head of the ship navigation of Delaware Bay, a vast arm of the sea, which is navigable for vessels of the largest class as far as Philadelphia, a distance of about a hundred miles from the Atlantic Ocean. In the bay of Delaware the tide has generally a rise of only three feet, but it is sometimes much increased by the state of the winds.

The town of Baltimore contains a population of about 80,000 inhabitants, and lies on the north side of the river Patapsco, about fourteen miles from its mouth. The basin forming the harbor is a splendid sheet of water, in which it is said 2,000 vessels could ride at anchor with ease.

Chesapeake Bay, which receives the waters of the river Patapsco, on which Baltimore stands, is navigable for 200 miles from the ocean, and forms an outlet for the trade of the ports of Baltimore, Annapolis, Washington, Fredericksburg, Richmond, and Norfolk, and receives the waters of the Susquehannah, Patapsco, Potomac, and James rivers. The rise of tide at Baltimore is about five feet, but is much influenced by the state of the wind, which has a great effect upon the waters of Chesapeake Bay.

Charleston, in South Carolina, is a port of considerable size, built on a tongue of land formed by the rivers Ashley and Cooper. There is a bar at the entrance of the harbor with only twelve feet of water on it at low tides, but within the bar there is a good anchorage. The rise of tide in this harbor is about six feet.

As I had it not in my power to visit the Mississippi, I cannot speak of the port of New Orleans from personal knowledge; but as it is certainly the most important in the southern states, I felt unwilling to omit all mention of it in this sketch, and therefore applied to my friend Captain Basil Hall, who has kindly sent me the following notice on the subject.

" You are quite right," says Captain Hall, " to include New Orleans in your list of American harbors, for though it is not strictly a sea-port, it answers all the purposes of one in a remarkable degree. New Orleans lies at the distance of about a hundred miles from the Gulf of Mexico, and the ebb and flow of the tide do not reach so high as the city. The level of the river is, however, subject to fluctuations, in consequence of the changes in the supply of water from the upper countries through which it flows. It rises from January to May, remains full all June and a part of July, after which it begins to fall, and goes on decreasing in height till September and October, when it is lowest. The perpendicular difference in height of the surface of the Mississippi at New Orleans, is about thirteen or fourteen feet, and when at its lowest, it is nearly on a level with the sea at the mouth of the river, so that the flow is then scarcely perceptible."

" In former times, before steam navigation was known, there was great delay, and considerable difficulty as well as danger, in getting

from the sea to New Orleans, in consequence of the opposing stream, the numerous shoals, and the very tortuous nature of the course, which rendered it scarcely possible to sail up all the way with the same wind. To these annoyances may be added the very bad nature of the anchoring ground every where, and the difficulty as well as risk of lashing large vessels to the banks of such a river. All these things rendered New Orleans a harbor highly objectionable in a nautical point of view.

"Now, however, that steam has got command of 'time and space,' New Orleans may be considered an excellent sea-port, safe, and as easy of access as of egress. I need not mention that there are at all times any number of steam-tugs ready to take ships down the river, or to bring them up. When I was there in April, 1827, eleven years ago, several steam-boats left the city every evening about sunset, each having in tow one or more vessels astern, besides one, two, or three lashed on each side, so that the boat was often quite hid by the cluster around her. In this way they proceeded down, and at daylight came to the bar which lies across the mouth of the river, opening into the Gulf of Mexico. On reaching the sea, or rather before they reached it, the steam-boats cast off their companions, and left them to be taken in charge by their respective pilots, unless in cases of calm or contrary wind, when, of course, they got a tow into the offing.

"The most important service of these steam-boats, however, is to tow ships up the river, for although it is always troublesome, and often very dangerous, to drop down with the current from New Orleans to the sea, it can be done, and is done, even without the help of steam. But to make way upwards against the Mississippi is a most heart-breaking work without such aid, and now-a-days the attempt would be considered absurd. Accordingly, the steam-vessels which have carried down the ships during the night, and have launched them in safety over the bar into the salt sea, look about them for others, which having made the land, are ready to enter the river. These they seize upon, and either take in tow, or lash alongside of them, and tow up to New Orleans. Of course they cannot, as in the downward case, carry along with them such a cluster as they brought down, nor is it likely that they will often be called upon to exert their strength so far, for the ships arrive off the river by one or two at a time, and are not prepared, as within the port, to start in bodies at a given time.

"In this way, it may be fairly stated, that New Orleans, though a hundred miles from the sea, is virtually one of the best and most accessible ports in the Union. It may be added, that, as all the ships lie alongside of the levee or embankment which separates the river from the city, and which serves the purpose of a perfectly commodious wharf, and as the water is always smooth, nothing can be more easy and secure than the communication, both for loading and unloading goods. The ships lie alongside of each other in tiers, and I have seldom seen, in any country, such a forest of masts.

"Abreast of the upper part of the city may be seen, in like manner, numerous tiers of steam-boats of gigantic dimensions, just arrived from, or preparing to start for, the upper countries, through which the Mississippi and its innumerable tributaries pass. And farther up in this most extraordinary of harbors, lie crowds of huge rafts, or arks, as they are called,—rude vessels without masts, which have dropped down the river.

and are loaded with that portion of the produce of the interior which will not bear the expense of steam-carriage.

"At every hour,—I had almost said at every minute of the day,—the magnificent steam-boats which convey passengers from New Orleans into the heart of the western country, fire off their signal guns, and dash away at a rate which makes me giddy even to think of.

"I must now conclude this brief notice, by regretting that the limitation in your time did not allow you to visit, and to describe in detail, this most remarkable of all the wonderful commercial phenomena,—as it may be called,—which the great western confederacy of states presents to the traveller, namely, a mighty city built in the midst of one of the most unhealthy swamps on earth, and a port, 100 miles from the sea, which rivals, in all essential respects, that of New York or London ; possessing, moreover, an uninterrupted and ready communication with the interior parts of a vast continent, to the distance of thousands upon thousands of miles, every where rife with civilization, though, but a few years ago, the whole was one vast wilderness, the exclusive abode either of alligators, wild beasts, or savages!"

These are the most considerable ports in the United States ; but, in addition, it may not be amiss shortly to notice the following bays and sounds, which deserve attention, as many of them afford good anchorage and sheltered lines of navigation.

Passamaquoddy Bay is situate at the boundary between the British dominions and the United States. It receives the waters of the river St. Croix, the boundary line between the two countries. The tide in it rises twenty-five feet.

Penobscot Bay receives the waters of the Penobscot River, and has a rise of tide of ten feet.

Narragansett Bay is navigable for vessels drawing sixteen feet of water to the town of Providence, which is about thirty-five miles from the sea. The town of Newport, in this bay, though a place of little importance, has one of the finest natural harbors in America.

Long Island Sound lies between the mainland and Long Island, and extends in a northeasterly direction from New York harbor. It affords a sheltered line of navigation of about a hundred and twenty miles in extent.

Albermarle and Pamlico Sounds, in North Carolina, are more remarkable for their curious geological formation, than for any advantages held out by them for navigation, for which the difficulties of their entrance and shallow water wholly unfit them. The narrow strips of land, by which these sounds are separated from the Atlantic Ocean, stretch along the coast for a distance of about two hundred miles, and extend about forty miles south of Pamlico Sound. They are very little elevated above the level of the sea, and from their alluvial formation appear to have been gradually deposited by the Gulf Stream, which flows from the Gulf of Mexico, charged with the sediment and earthy matters borne down by the Mississippi and other streams which discharge themselves into the Gulf of Mexico.

Chatham, Appalachee, and Mobile bays, in the Gulf of Mexico, are not reported as possessing, in any extraordinary degree, the qualifications of good havens, and as already noticed, there is very little rise of tide on this coast. It may also be mentioned, that the hot and unhealthy

climate of all the southern ports of the United States, from Charleston to New Orleans inclusive, as well as the nature of the slave population of the southern states, renders them very unsuitable for the growth of that hardy race of seamen, of which the northern ports of the country are the true and only nurseries.

The naval-yards belonging to the government of the United States are established at Boston, Portsmouth in New Hampshire, New York, Philadelphia, Washington, Norfolk in Virginia, and Pensacola in the Gulf of Mexico ; and those of them which I had an opportunity of visiting seemed to be very well regulated. Considering the natural advantages held out by that country, and the abundance of fine timber produced in it, it is not surprising that the Americans have bestowed so much attention upon naval affairs, or that their efforts should have been crowned by so great success in the improvement both of inland and maritime navigation. The genius of the people for naval affairs is doubtless the birthright of their British origin, and their patrimony has been improved by the energy which characterizes all their efforts.

Quebec is the seat of government of Lower Canada, and, in a commercial point of view, is the first port in the British dominions in America. It is situate at the junction of the river St. Charles with the St. Lawrence ; and, though distant fully 700 miles from the Atlantic ocean, the spacious and beautiful bay of Quebec, formed by the junction of the two rivers, affords a noble deep water anchorage for vessels of all sizes, and almost in any numbers.

The bay measures about three miles and three quarters in length, and two miles in breadth, and the water in some parts of it is twenty-eight fathoms in depth. The population of the town is about 22,000, and its trade consists in the export of wood, potash, and furs, the produce of Upper and Lower Canada. The rise of tide at Quebec is twenty-three feet in spring tides, and the quays and wharves there, as well as in the harbors of the United States, are constructed entirely of wood.

The ferry-boats at Quebec, plying between the opposite sides of the river, which is about a quarter of a mile in breadth, are propelled by horses and oxen. These animals are secured in small houses on the decks of the vessels ; and the effort they make in the act of walking on the circumference of a large horizontal wheel, produces a power which is applied to drive the paddle-wheels of the ferry-boat, in the same manner as the motion of the wheel in the tread-mill is applied to the performance of different descriptions of work. I have seen horse ferry-boats in Holland, and, I believe, they have also been used in America, in which the power was more advantageously applied by means of an apparatus like the gin of a threshing-mill, in which case the horses are not stationary, but are made to walk in a circle, and the motion communicated by them to an upright shaft, is conveyed, by means of wheel-work, to the paddle-wheels of the vessel. A boat of this kind was used for some time in England, between Norwich and Yarmouth.

Montreal, which is 180 miles to the westward of Quebec, and 880 miles from the ocean, is at the head of the ship navigation of the St. Lawrence, and considerably above the influence of the tide. The town is built on the island whose name it bears, which is situate at the junction of the Ottawa, or Grand river, with the St. Lawrence. The quays and landing slips at Montreal are built of stone ; and in this respect it differs

from the other American ports which I have noticed. The material used in their construction is a blue limestone, which is very abundant throughout the greater part of Canada, and is much used in all building operations. The trade of Montreal is of the same description as that of Quebec, though not so extensive.

Halifax harbor is considered one of the finest in the world, and is calculated to afford anchorage for upwards of a thousand vessels of the largest class. It is a place of very considerable importance, for through it comes much of the trade of Nova Scotia ; and it is the British post packet station for Canada.

Such is a brief sketch of the construction and capabilities of some of the principal harbors of America, in the formation of which nature has done so much, that little has been left for the labor of man, and works of an extensive and massive description, and operations such as are found to be indispensable in rendering European harbors accessible or commodious, have there been found to be unnecessary. By erections of a temporary description, constructed of wood, the inhabitants have been enabled, along the whole line of coast, to afford, at a very small cost, accommodation for an extent and class of shipping, to obtain which, in any other quarter of the globe, would have involved an enormous investment of capital, and a much greater consumption of time.

ART. V.—LAWS RELATIVE TO DEBTOR AND CREDITOR.**No. I.****MEANS OF ENFORCING DEBTS AGAINST CITIZENS OF THE STATE OF MAINE.**

By the statutes of Maine, no person can be arrested on any suit, founded on contract express or implied, bond or other specialty, or on a judgment in contract where the sum demanded, nor on any execution issued on any judgment, where the debt or damages are less than ten dollars, nor on any suit on a judgment or on an execution issued on a judgment founded on any prior judgment, where the original debt or damages are less than ten dollars. In all other cases in contracts, express or implied, bond or other specialty, or on a judgment in civil actions, no person shall be arrested or imprisoned on mesne process, and no such process shall run against the body of such debtor, nor shall any person be arrested or imprisoned on any execution issued on any judgment on such contract, bond, specialty, or judgment, nor shall any such execution run against the body of such person, except as hereinafter excepted.

In all actions not founded on contract, express or implied, or on judgment on such contract, as above is provided, process shall run against the body of the defendant, and he or she may be arrested or imprisoned in mesne process.

If property belonging to a debtor can be found, it may be attached on mesne process, or original writ, as it is called, in contradistinction to an execution. When personal property is attached by an officer, he either takes and retains possession of it, or permits the debtor to resume it, by

giving receipters ; that is, one or more of his friends, of sufficient property in the estimate of the officer, gives to him an accountable receipt for the property attached by him on the original writ. Property attached must be levied on in thirty days after final judgment, or the lien created by the attachment is lost. If neither personal nor real property of the debtor can be found to attach, the original writ is served by leaving a summons with the debtor, and not by an arrest and commitment, or holding him to bail.

PROPERTY EXEMPT FROM ATTACHMENT AND EXECUTION.

Sympathy for the unfortunate debtor, and an enlightened regard for the situation of himself and family, have induced the legislature at different times to exempt certain portions of his property from all suits, distresses, or executions. The articles exempted are, the arms, equipments, and uniforms, of officers and privates in the militia ; wearing apparel, beds, bedsteads, bedding, and household utensils, of any debtor, necessary for himself, his wife and children ; the tools of any debtor necessary for his trade or occupation ; the bibles and school books which may be in actual use in his or her family ; all cast-iron stoves and stoves made of sheet-iron, used exclusively for the purpose of warming buildings ; *provided*, that not more than one such stove to each building owned or occupied by the same person or family shall be exempted ; and provided also, that the beds and bedding exempted as aforesaid, shall not exceed one bed, bedstead, and necessary bedding for two persons, nor the household furniture exceed fifty dollars in value ; one cow, one swine, ten sheep, with the wool which may be shorn from them, and thirty hundred of hay for the use of said cow, and two tons for the use of said sheep. One cow, and one heifer or calf, until the heifer or calf becomes three years old, or shall have had a calf, are exempt ; also, two swine, one of which is not to exceed in weight one hundred pounds. When a debtor owns a cow and heifer more than three years old, or which has had a calf, or two swine, each exceeding in weight one hundred pounds, the debtor, by himself or agent, may elect either of the former, and either of the latter, to be exempt from attachment. All produce of farms, while standing and growing, and until harvested, and corn and grain necessary for the sustenance of a debtor and his family, not exceeding thirty bushels, and all the debtor's interest in one pew in any meeting-house where he and his family stately worship, are also exempted. So are all potatoes raised or purchased by any person for the consumption of himself and family. Also, all firewood conveyed to any person's house for his family's use, to the extent of twelve cords at one time. Boats, not exceeding two tons burthen, usually employed in the fishing business, are exempt ; but not more than one boat to one individual ; the boat must belong wholly to citizens of the state. The family burying-ground is also exempt from attachment, while used as such, and not cultivated ; but it must not contain over one half of an acre. One plough, of the value of ten dollars, one cart of the value of twenty-five dollars, one harrow of the value of five dollars, and all necessary hand-farming tools of the value of ten dollars ; and one cooking stove of the value of thirty-five dollars, are exempted. So also are all anthracite and bituminous coals, and all charcoal, conveyed to the house of any person for the use of himself and family, not exceeding five tons.

or chaldrons of anthracite or bituminous coals, and fifty bushels of charcoal, and that only when used for domestic purposes. Any person who shall raise from his or her own cow or cows, or who shall purchase and pay for one pair of bull or steer calves, under one year old, shall hold the same exempt from attachment and execution, so long as they shall remain the property of the person raising or procuring the same.

Such are the liberal provisions of the laws of Maine ; mindful of the protection which they extend to the farming interest, and of the generous character of the acts for the promotion of the settlement of her public lands, well may the poor but honest debtor, who is exposed to the "distress infinite," and infinite distress of the laws of New York in regard to landlord and tenant, exclaim to the sturdy yeomanry of our sister state,

"O fortunatas nimium, sua si bona norint,
Agricolae."

It may be here remarked, that *choses in action* are not attachable in Maine ; almost every other interest which an individual or a corporation possesses can be reached by attachment. A right in equity to redeem mortgaged property, and the estate, right, title, or interest which any person has by virtue of a bond or contract in writing, to a conveyance of real estate upon condition to be performed by him, whether he be the original obligee or assignee of the bond or contract, are liable to the attachment and execution. So also is the franchise of a corporation.

In case the debtor has goods, effects, or credits, intrusted to a third person, which cannot be attached by the ordinary process of law, his creditor may sue out a trustee writ or process of foreign attachment, as it is called, which requires the supposed trustee to disclose the state of his affairs with the debtor at the time the process was served upon him ; upon examination on oath, and in writing, he is charged as trustee or not, as the court shall upon consideration determine.

If a debtor reside out of the state, owning property within it, the property may be attached ; and the court will order such notice to be given to the defendant as the case may require.

ARREST ON MESNE PROCESS.

Any person not a resident of the state, and who is about to depart therefrom, may be arrested on mesne process, and held to bail or committed to prison, if the creditor, his agent, or attorney, will make oath or affirm, that he believes the debtor is about to depart, and take with him property or means exceeding the amount required for his immediate support, and that he demand in the writ, or the principal part thereof, is due.

The debtor so arrested, on demand made by him on the officer who arrested him, or the jailer, must be taken before two justices of the quorum, to be selected by him, to disclose the state of his affairs ; notice of the time and place must be given to the creditor or his attorney ; if he disclose and answer all interrogatories, and will sign and offer to make oath to the same, the justices shall administer such oath, and discharge the debtor from arrest or imprisonment, or remand him, as the case may be ; in case of

his discharge, no execution shall run against his body in that suit; otherwise, if he be not discharged.

All attachable property which the debtor may disclose at such examination, or so much as the creditor may designate to satisfy his demand, is held as attached from the time of the disclosure, and the officer must make return thereof in the writ.

If a person be served with writ or process in any other manner than by arrest of the body, he may disclose the actual state of his affairs, and the justice or court may determine that execution shall issue against his estate or property only, or otherwise, as the justice or court may require; the attachable property disclosed is held as attached.

Whenever any person is arrested or imprisoned on mesne process in a civil action, he may be released by giving bond to the creditor, with surety to be approved by a justice of the quorum, in double the amount for which he is imprisoned, to disclose the state of his affairs within fifteen days after final judgment against him in the suit; he must notify the creditor to attend; if, on examination, it appears that he has attachable estate or property, the judgment is a lien on it for thirty days after the examination and disclosure; and the debtor shall go at large on the bond given when he was arrested, until the creditor elect to levy his execution on the property disclosed, or on the body of the debtor; if the debtor does not on his disclosure entitle himself to a discharge, he shall be committed to prison, unless the creditor within thirty days elect to levy the execution he may obtain on the property disclosed, in which case the body of the debtor is forever discharged from any execution founded on the judgment.

ARREST ON EXECUTION.

A debtor arrested or imprisoned on execution issuing on a judgment in a civil suit, upon giving bond to the creditor, and with a surety or sureties to be approved by the creditor or two justices of the quorum, conditioned that within six months he will cite the creditor before two justices of the quorum and submit himself to examination, and take the oath hereinafter given, or pay the debt, interest, costs, and fees, may be discharged; if he fail to fulfil the condition of the bond, the same shall be forfeited, and judgment on any suit on such bond, is rendered for the amount of the execution, and fees, and costs of commitment, with interest thereon at twenty-five per cent.; a suit on the bond must be commenced within a year after forfeiture.

The acts for the relief of poor debtors have been numerous, loose, and defective. The practice was very general for the debtor, after giving the six months' bond to the sheriff, to apply to a justice of the peace, requesting him to issue a citation to the creditor, notifying him of his desire to disclose and take the oath. Blank forms for such purpose were printed. The statute did not expressly state how the debtor was to cite the creditor. It was held by the supreme court of the state, in the case of *Knight v. Norton et al.*, decided in 1838, but not yet reported, that the debtor must apply in writing to the keeper of the jail, who must then apply to a justice of the peace of the county, who should thereupon issue a citation to the creditor, or his attorney, to attend the disclosure of the debtor.

This decision caused great surprise and alarm, for it followed that the bonds of debtors were forfeited who had disclosed without conforming to the preliminary proceedings declared to be necessary by the court as they construed the statute. Where the citation was issued by a justice on application of the debtor, and the year from the forfeiture had not elapsed, parties commenced suits on the bonds, even in cases where the creditor or his attorney had been present at the examination of the debtor, not only with the hope of recovering their debts from the sureties, but also the twenty-five per cent. interest.

The promulgation of the opinion of the court caused the legislature, at its next session, in 1839, to pass an act for the relief of sureties on poor debtor's bonds; and so pressing did they consider the exigency, that a clause provided it should take effect from and after its passage; without that provision, it would have been under the operation of the general provision of law, which prevents acts from taking effect until a certain number of days have elapsed after the close of the session at which they were enacted.

It provided that in all cases pending or to be commenced on such a bond, where justices of the peace issued the notice to the creditors, or where the notice signed by the debtor was duly served upon the creditor or his attorney, the defendant should be entitled to a trial by jury, who should assess the damages, if any, the plaintiff sustained; if, in their opinion, he had sustained none, they were to return a verdict for the defendant, notwithstanding there may have been in law a breach of the conditions of the bond. This law was acceptable to the people, and put an end to the suits brought on bonds; though it seems, to say the least, to push legislation to the very verge of constitutionality.

A precedent, however, may be found for it, in the act of 1834, which provided, that no action should thereafter be maintained to recover damages for an escape of any debtor committed on execution, except a special action of the case; the action of debt having been previously in use. This act was pronounced to be not unconstitutional on the ground of operating retrospectively, or disturbing vested rights, by the supreme court of the state, in the case of *Thayer et al. v. Seavy*, 2 *Fairfield*, 284; and they decided that it operated upon actions pending previous to its enactment.

POOR DEBTOR'S OATH ; LEGISLATION.

The oath to be administered to poor debtors, is as follows :

"I, ———, do solemnly swear, (or affirm, as the case may be,) that I have not any estate, real or personal, in possession, reversion, or remainder, except the goods and estate exempted by law from attachment and execution, (and the property I have now disclosed, as the case may be,) and that I have not, since the commencement of this suit against me, or at any time, directly sold, loaned, leased, or otherwise disposed of, or conveyed, or intrusted to any person or persons whomsoever, all or any part of the estate, real or personal, whereof I have been the lawful owner or possessor, with any intent or design to secure the same, or to receive or expect any profit, advantage, or benefit therefrom personally, or that any or all of my family, heirs, or friends, shall receive or expect any profit, advantage, or benefit therefrom, with an intent or design to de-

fraud any of my creditors. So help me God! (Or,—this I do under the pains and penalties of perjury.)"

It has been before stated, that choses in action are not attachable. Of course, the debtor would, on his examination, readily admit that he had negotiable promissory notes and bank bills; they could not be attached; he disclosed them and kept them for his own use, for the law did not provide that he should surrender them. He therefore received his discharge from the justices. In some cases, where the debtor felt that the oath was one he could hardly take, he found some magic influence in the words, "to defraud my creditors," and concluded he should not swear falsely if he had disposed of his property since the suit, but did not intend to defraud his creditors, though he concealed his property!

To obviate some of these difficulties, the legislature, by an act passed in 1839, explanatory of and in addition to the acts for the relief of poor debtors, authorized justices of the peace to issue notice to creditors upon application of debtors arrested or committed on warrant of distress or execution for the purpose of taking the poor debtor's oath; thus establishing by law the very course which the supreme court, by a circuitous process of reasoning, decided to be invalid. The act contains this section, that "whenever any debtor shall make a disclosure under any of the several acts to which this is additional, and shall, in such disclosure, disclose any bank bills, notes, accounts, bonds, or other chose in action, or any property, not exempt by law from attachment, which cannot be come at to be attached, then, and in such case, if the debtor and creditor cannot agree upon the amount of such property which shall go to the creditor in discharge of the debt, the debtor shall choose one man, the creditor another, and the magistrate a third, all disinterested, who shall, under oath, appraise off sufficient property thus disclosed, to pay the debt, and the debtor shall therefrom be discharged; and in case the creditor shall not appear at the disclosure of said debtor, or, appearing, shall refuse or neglect to choose an appraiser, the justices shall appoint a man for him, to appraise such property as is disclosed as aforesaid."

This law is another evidence of the futility of legislation in regard to a system imperfect and difficult to administer in a manner which shall be just to debtors and creditors. The practical operation is this: a person about to disclose, will take care not to be in possession of any valuable choses in action, if he wishes to protect his means; or if he be perfectly upright, having collected and used the best of his claims for his support, the residuum of his notes and accounts will be almost worthless. In the latter case, is the creditor *obliged* to take this kind of property in discharge of his debts? If the disinterested appraisers, appraise off \$1,000 of doubtful paper, is the creditor *obliged* to take it in discharge of his debt of \$500? This is a serious difficulty. It is a law made to prevent the retaining of choses in action by a debtor; but instead of making him disgorge in a manner which would benefit the creditor, it subjects the latter to what most persons esteem an arbitrary, if not an unconstitutional enactment; at any rate, it is believed, that this provision has not been productive of any advantage to creditors.

PROCEEDINGS IN CASE DEBTOR COMMITTED IS UNABLE TO SUPPORT HIMSELF IN PRISON.

If a person committed to prison on execution, complains to the keeper

that he has not estate sufficient to support him there, the keeper must apply to a justice of the peace, who must make out a notification under his hand and seal to the creditor, of such prisoner's desire to take the benefit of the oath above transcribed, and of the time and place of caption, which must be served on the creditor, if living in the state, or if a non-resident, on his attorney, fifteen days before the day of caption; if no creditor or attorney live within the state, the notification must be left with the clerk of the court, or justice from whom execution issued, at least fifteen days before the intended caption.

Two justices of the peace and quorum may, at the time and place of caption, examine the notification and return, and if in due form, may hear, and if requested, take in writing the disclosure of the debtor; and if satisfied that it is true, may administer the oath above mentioned; they shall then make out a certificate thereof (as in the other case of satisfactory disclosure on execution) under their hands and seals, to the prison-keeper, and deliver it to the debtor, who must file it in the jailer's office; he shall then be discharged and set at liberty from commitment on the execution concerning which said notification issued.

PENALTY FOR DISCLOSING FALSELY.

If any debtor, authorized to disclose on oath or affirmation, according to the provisions of the acts, shall disclose falsely, or withhold or suppress the truth, he will, on conviction thereof, be adjudged guilty of perjury, and receive no benefit from his said oath or affirmation. The creditor may also commence a special action on the case against him, and he shall be held to bail in the writ; if judgment be rendered against him in the suit, it shall be for double the debt and costs, and he may be committed on the execution, without any privilege of release or discharge under the acts for relief of poor debtors.

The discharge of a debtor under the provisions of the acts, does not impair a creditor's right against his property.

If any person knowingly aid or assist any debtor or prisoner, in any fraudulent concealment of his property or estate, or any transfer thereof, to secure or conceal the same from creditors, to prevent the same from attachment or execution, he is answerable in a special action of the case to any creditor who may sue for the same, in double the amount of the property or estate so fraudulently concealed or transferred,—not exceeding double the amount of such creditor's debt. Persons committed by virtue of any warrant for the collection of any tax, are entitled to the benefit of the acts, by giving bond to disclose, etc.

If the jailer require security of the creditor or his attorney for support of the prisoner, in case he claims relief as a pauper, and it is not furnished within eight days after the request, or money advanced for such support, he shall discharge the debtor from prison. The bond taken by an officer when he serves an execution, is returned therewith by him for the benefit of the creditor, who is entitled to the same on filing a copy with the clerk of the court, or justice to whom the execution is returned.

The fees allowed by law to the justices for their services, which are oftentimes tedious and vexatious, are so very inconsiderable, that the debtor, howsoever poor, is not so much troubled to raise the amount, as

he is to find justices of the quorum of sufficient leisure to devote perhaps days to an investigation, for which they are entitled to the enormous fee of fifty cents each !

It may not be irrelevant to remark, that notes, accounts, etc., are outlawed in six years, with certain exceptions. An assignment of property for the benefit of creditors, must provide for an equal distribution of all the debtor's estate, real and personal, among such creditors as after notice became parties thereto, in proportion to their respective claims, excepting such property as is by law exempt from attachment. The assignor must make affidavit to the truth thereof, a certificate of which must be made upon the assignment, by the magistrate before whom it was taken.

The assignees, within fourteen days after the assignment was made to them, must give public notice thereof, in a newspaper printed in the county where any of the debtors reside, or, if no newspaper be published at the time of the assignment in the county where any of the debtors reside, they must give the notice in any adjoining county, allowing three months to all creditors to become parties. The assignee is not liable to a trustee process on account of his having in his possession the property of the assigning debtor, until the expiration of three months from the time notice is given as above stated ; nor is the property assigned liable to attachment during the said three months.

ART. VI.—MERCANTILE LAW REPORTS.*

COMMISSION BUSINESS.

1. *In the Supreme Court of the United States, January Term, 1840. William and James Brown and Co., Plaintiffs in Error, v. Thomas McGran.* In error to the Circuit Court of the United States for the District of Georgia.

MR. JUSTICE STORY delivered the opinion of the Court :—

This is a writ of error to a judgment of the Circuit Court of the District of Georgia, rendered in an action in which McGran (the defendant in error) was originally plaintiff.

In the spring of 1833, McGran, a merchant in Georgia, shipped 200 bales of cotton, consigned to the plaintiffs in error, a house of trade in Liverpool, England, there doing business, under the firm of William and James Brown & Co., for sale on his account. The shipment was made under an arrangement with the house of Brown, Brothers, & Co., of New York, composed (as seems admitted) either wholly or in part of the partners in the Liverpool house, by which the New York house accepted a draft drawn upon them by McGran for 9,000 dollars, the invoice value of the cotton being only 9,151 dollars 77 cents, and were to reimburse themselves by a draft on the Liverpool house. Accordingly,

* Reported for the Merchants' Magazine.

the New York house on the 12th of March, 1833, addressed a letter to the Liverpool house, in which they state, "We enclose bill of lading for 200 bales of cotton, shipped by McLoskey, Hagan & Co., of Mobile, per ship Mary and Harriet, on account of Mr. Thomas McGran, of Augusta, on which you will please effect insurance. This cotton cost per invoice 9,151 dollars 77 cents. We have accepted Mr. McGran's draft against this cotton for 9,000 dollars—for which we shall draw on you for our reimbursement when it matures. In handing this draft for acceptance, Mr. McGran says he would not have drawn for so large an advance, were it not that there is a balance at his credit with you, which has accumulated within the past two years—so that if this should not produce enough to meet the advance, it will be covered by what is at his credit." The existence of any such balance was utterly denied at the trial, and the Liverpool house contended that there was a balance the other way.

The cotton only arrived at Liverpool on or about the 9th of April, 1833. The New York house drew on the Liverpool house, for their reimbursement, a bill dated the 7th of May, 1833, for 1,871*l.* 9*s.*, at 60 days sight, being the amount of the advance, and that bill was accepted by the Liverpool house on the 3d of June, 1833, and became payable, and was paid, on the 5th of August following. On the 3d of June, 1833, the very day of the acceptance, the Liverpool house sold the 200 bales of cotton (the market then being on the rise) on a credit, for the nett sum of 2,073*l.* 4*s.* 6*d.* After deducting the charges (which amount to nearly twenty-five per cent.) which became due and payable on the 16th September, 1833, and, according to an account current rendered to McGran by the Liverpool house, on the 29th June, 1833, the whole transactions between the parties, including the sale of this cotton, left a balance of 392*l.* 15*s.* 8*d.*, due to McGran.

At the time when the shipment was made, and the advance arranged therefor, no instructions were given by McGran touching the sale of the cotton. It accordingly went to the consignees as factors for sale, the advances having been as above mentioned, without any other contract than that implied by law as between a principal and a factor making advances, that is to say, that the factor is to make sale of the goods consigned to him according to his own judgment, in the exercise of a sound discretion as to the time and mode of sale, having regard to the usages of trade at the place of sale, and to reimburse himself out of the proceeds for his advances and other balance due him.

After the shipment and advance were so made, namely, on the 20th April, 1833, McGran addressed a letter to the Liverpool house, in which, after acknowledging the receipt of letters of the 4th and 5th of March from them, he added, "if you have any cottons on hand when this reaches you, in which I am interested, I wish you to hold them until you hear from me again."

The Liverpool house, in a reply to this letter, on the 25th of May, 1833, used the following language: "We are in possession of your esteemed favor of 20th ultimo, and your wishes, in respect to the cotton we now hold on your account, are noted accordingly." At this time, by advices received from other correspondents, the Liverpool house were in possession of information that at least as early as the 8th of April, 1833, McGran had failed in business. On the 22d July, 1833, McGran wrote a letter to the Liverpool house, acknowledging the receipt of their letter of

the 24th of May, in which he says, "I have your favor of the 31st, (the 24th of May,) and note the contents; you will please sell my 200 bales of cotton soon after the receipt of this, unless you are of opinion you can do better by holding a little longer." This letter was received by the Liverpool house on or about the 23d day of August, 1833.

On the 7th of June, 1833, the Liverpool house informed McGran of the sale of the cotton, and in a letter under date of the 30th of July, 1833, in reply thereto, McGran expressed his surprise at the sale, and added, "I beg leave to refer you to my letter of the 20th of April last, the receipt of which you have acknowledged, instructing you not to sell any cottons you had on hand, in which I am interested, until you heard from me again; why did you sacrifice my cottons, as the draft drawn by Brown, Brothers, & Co., at 60 days, on account of these cottons, could not have been accepted more than a day or two before, as it went forward by the packet of the 8th of May? Therefore you had 60 days before you had any money to pay for me;" and after some other remarks in the style of complaint, he adds, "You will please take notice that I do not recognise the sale, and do not consider you authorized to sell the cotton before the time the draft drawn on you by Brown, Brothers, & Co., against this cotton, falls due. If the price is higher on that day than the day you sold it, I will expect you to allow the difference, and if it is lower, I will be prepared to pay you any balance I may owe you." To this letter the Liverpool house replied by a letter dated the 4th of September, 1833, in which they vindicate their conduct, and among other things said, "we beg you to bear in mind that there was a balance due us from you, on joint transactions with Mr. Clarke, that the two hundred bales in question were sold after the market had advanced a 1-2d. per pound, and that it barely squares the account. You had unfortunately been obliged to stop payment. We had the opportunity of paying ourselves by selling your cotton in a brisk market to a profit of ten per cent., and we ask whether it was reasonable, under such circumstances, to expect us to hold the cotton for a chance of farther profit, when the loss, if any, was certain to fall on us, and the profit not likely to go to you, but to your creditors, as was supposed, of whom we knew nothing. This would have been the extreme of injustice towards ourselves and our absent partners, without being any advantage to you;" and after some other remarks vindicating their conduct, they farther said: "We think you must admit, that, situated as you then were, you could not reasonably have expected us to hold the cotton, without pointing out in what manner we should be indemnified in event of loss thereby. That Brown, Brothers & Co's draft was not due does not alter the case; we had become responsible some months before, by Brown, Brothers & Co's acceptance of the draft of the shippers."

Here the correspondence between the parties seems to have closed. The present action was brought to recover damages against the Liverpool house, for a supposed breach of orders and their duty as factors.

At the trial there was an account current between the parties, and other evidence, before the jury; the whole evidence in the case, however, was introduced by McGran. Among other questions before the jury were the following:

Whether the advance made by the New York house was in effect an advance by the Liverpool house, either as agents or as partners in the latter,

whether there was any balance due to the Liverpool house upon former transactions; whether McGran was insolvent or not according to the advices received by the Liverpool house; and whether, under the circumstances disclosed in the evidence, the Liverpool house had a right to sell the two hundred bales of cotton for their reimbursement, notwithstanding the wishes or orders contained in the letter of the 20th of April.

The jury at the trial found a verdict for the plaintiff, (McGran,) for \$4,978 57 cents, under certain instructions given by the Court, upon which verdict judgment was accordingly rendered; and a bill of exceptions having been taken by the original defendants, the cause now comes before us for revision upon the points made, and instructions given at the trial.

The counsel for the defendants, asked the court to instruct the jury, (1.) That the advance by the house of Brown in New York was in effect an advance by the house in Liverpool, and after the advance so made the shipper had no right to alter the instructions which were given at the time of such advance. (2.) That the house in Liverpool having advanced so large an amount on this cotton, having a previous unsettled claim against the shipper, and the shipper having afterwards, and before the sale of the cotton, become insolvent, the house in Liverpool had a right to sell for their reimbursement, notwithstanding the subsequent orders of the shipper.

The Court refused to give these instructions, and in our judgment with great propriety, as each of them involved matters of fact in controversy before the jury, upon which it was exclusively their province to decide.

If the defendants meant to draw from the Court an opinion in point of law upon the assumed facts, the proper mode would have been to have asked the Court to instruct the jury, that if they found the facts to be as thus assumed, then that the law was as these instructions stated. The Court then proceeded to instruct the jury, that if they found from the evidence in the cause, that the plaintiff had given the instructions to the defendants by his letter of the 20th April, 1833, not to sell any cottons which the defendants might have on hand, when that letter reached them, in which the plaintiff was interested, until the defendants heard from him again, and that such instructions were received and recognised by the defendants, by the evidence in the cause, and particularly by a letter given in evidence as one from the defendants to the plaintiff, dated the 24th of May, 1833, in reply to the plaintiff's letter to them of the 20th of April, 1833, that then the defendants were not justifiable in law in the sale of the 3d of June, 1833, on account of the defendants having on that day accepted Brown, Brothers & Co's draft for 1,871⁷. 9^s. dated the 7th of May, 1833, at 60 days sight. It is observable that this instruction is given in absolute terms without reference to any other facts in the cause which might be found by the jury upon the evidence before them, and therefore must be deemed to apply to every posture of the facts which the evidence might warrant. It must, therefore, be deemed to apply to the case, although the advance was originally made by the New York house, for and on account of the Liverpool house, as agents or partners thereof, or the Liverpool house had entered into engagements prior to the advance, to become responsible for the reimbursement thereof to the New York house in the manner stated in the evidence, and although the plaintiff was, before the writing of these letters, actually insolvent and had failed in business, and that fact was known to the defendants.

One objection taken to this instruction is, that it leaves to the jury the construction of the language of the letters of the 20th of April and the

24th of May. It is certainly true as a general rule, that the interpretation of written instruments properly belongs to the Court, and not to the jury. But there certainly are cases, in which, from the different sense of the words used, or their obscure and indeterminate reference to unexplained circumstances, the true interpretation of the language may be left to the consideration of the jury, for the purpose of carrying into effect the real intention of the parties. This is especially applicable to cases of commercial correspondence, where the real objects and intentions and agreements of the parties are often to be arrived at only by allusion to circumstances which are but imperfectly developed. The present case sufficiently illustrates the distinction: McGran, in the letter of the 20th of April, says, that he wishes the defendants to hold any cottons on hand until they hear from him again. Now this language certainly ordinarily imports only a desire and not an order, and yet there can be no reasonable doubt that under particular circumstances a wish expressed by a consignor to a factor may amount to a positive command; so, in the reply of the 24th of May, the defendants say, your wishes in respect to the cotton we now hold on your account are noted accordingly; here again, the point is open, whether the language imports that the defendants construed the wishes of the plaintiff to be simply a strong expression of desire or opinion or a positive order, and also, whether the words "noted accordingly" import that the defendants took notice thereof, or took notice of and assented to obey the wishes or order of the plaintiff. The language is susceptible of either interpretation according to circumstances. If the case had been one of a simple consignment, without any interest in the consignee, or any advance or liability incurred on account thereof, the wishes might fairly be presumed to be orders, and the noting the wishes accordingly an assent to follow them. But very different considerations might apply, where the consignment should be (as the present is) one clothed with a special interest and a special property founded upon advances and liabilities; we think, therefore, that this objection is not, under the circumstances of the case, maintainable. It would be quite another question, whether the court might not, in its discretion, have assumed upon itself the right and duty of construing these letters. There is no novelty in this doctrine; it will be found recognised in *Edkins v. Macklish*, (Ambler's Rep. 184, 185,) *Lucas v. Groning*, (7 Taunt. Rep. 164,) and *Rees v. Warwick*, (2 Barn. & Ald. 113, 115.) But the main objection to the instruction is of a more broad and comprehensive character. The instruction in effect decides, that in the case of a general consignment of goods to a factor for sale, in the exercise of his own discretion as to the time and manner of sale, the consignor has a right by subsequent orders to suspend or postpone the sale at his pleasure, notwithstanding the factor has, in consideration of such general consignment, already made advances, or incurred liabilities for the consignor at his request, trusting to the fund for his due reimbursement. We are of opinion that this doctrine is not maintainable in point of law. We understand the true doctrine in this subject to be this: wherever a consignment is made to a factor for sale, the consignor has a right generally to control the sale thereof, according to his own pleasure, from time to time, if no advances have been made or liabilities incurred on account thereof, and the factor is bound to obey his orders. This arises from the ordinary relation of principal and agent. If, however, the factor makes advances or incurs liabilities on account of the consignment by

which he acquires a special property therein, the factor has a right to sell so much of the consignment as may be necessary to reimburse such advances, or meet such liabilities, unless there is some existing agreement between himself and the consignor which controls or varies this right. Thus, for example, if, contemporaneous with the consignment and advances or liabilities, there are orders given by the consignor which are assented to by the factor, that the goods shall not be sold until a fixed time; in such a case the consignment is presumed to be received by the factor subject to such orders, and he is not at liberty to sell the goods to reimburse his advances or liabilities until after that time has elapsed. The same rule will apply to orders not to sell below a fixed price, unless, indeed, the consignor shall, after due notice and request, refuse to provide any other means to reimburse the factor; and in no case will the factor be at liberty to sell the consignment contrary to the orders of the consignor, although he has made advances or incurred liabilities thereon, if the consignor stands ready and offers to reimburse and discharge such advances and liabilities.

On the other hand, where the consignment is made generally without any specific orders as to the time or mode of sale, and the factor makes advances or incurs liabilities, on the footing of such consignment, then the legal presumption is, that the factor is intended to be clothed with the ordinary rights of factors—to sell, in the exercise of a sound discretion, at such time and in such mode as the usage of trade and his general duty require; and to reimburse himself for his advances and liabilities out of the proceeds of the sale; and the consignor has no right, by any subsequent orders, given after advances have been made or liabilities incurred by the factor, to suspend or control this right of sale, except so far as respects the surplus of the consignment not necessary for the reimbursement of such advances or liabilities. Of course this right of the factor to sell to reimburse himself for his advances and liabilities, applies with stronger force to cases where the consignor is insolvent, and where, therefore, the consignment constitutes the only fund for indemnity. Such, then, being the relative rights and duties of the parties, we are of opinion, that the instructions given to the jury, by the learned judge in the circuit court, is not maintainable in point of law. The consignment was general to the Liverpool house for sale—the advances and liabilities were contemporaneous with the consignment; there were no contemporaneous orders limiting or qualifying the general rights of the factors, resulting from these circumstances; the consignor subsequently either failed in business or was believed to have failed; the wishes subsequently expressed by the letter of the 20th of April, even admitting them to have the force of orders, were unaccompanied with any other means of indemnity, or even with any offer of reimbursement of the advances or liabilities. Unless, then, upon the established principles of law, the consignor had a clear right to control the sale of the consignment by any orders which he might in his discretion choose to give, notwithstanding such advances and liabilities, which we are of opinion he had not, the instruction was erroneous.

We have not thought it necessary to enter upon any general examination of the authorities which support the doctrines which have been stated by us. But the opinion of Lord Chief Justice Gibbs, in *Pothier v. Dawson*, (1 Holt's Rep. 383,) and the opinions of the judges in *Graham v. Dyeter*, (6 Maule and Selw. 1. 4. 5,) will be found fully to

recognise some of the leading principles. Another instruction was given by the Court to the jury, upon the question of damages, supposing the Liverpool house by the sale had violated their proper duty. It was, that if the jury found, from the evidence in the cause, that cottons were selling for a higher price from the 3d of June, 1833, when the draft was accepted, and when the cotton was sold, until the time when the said draft was mature and payable, and if the evidence in the cause ascertains, at any time before the maturity of the draft, what such higher price was, and that the cotton belonging to the plaintiff could have been sold at such higher price, then the plaintiff was entitled to recover from the defendants the difference in price between the sum for which the defendants sold the cotton, and the sum at which it might have been sold before or at the maturity of the draft. This instruction was doubtless framed upon the ground that this was the claim of damages which the plaintiff asserted by his letter of the 30th of July, 1833. But as that letter was not assented to, or the claim recognised by the defendants, this claim could in no just sense be obligatory upon them, and as a general rule of law applicable to damages under like circumstances, we think that it cannot be maintained. Supposing the sale made by the defendants on the 3d of June to have been tortious, and in violation of orders, the plaintiff had his election either to claim damages for the value of the cotton on that day, as a case of tortious conversion, or for the value of the cotton on the 23d of August following, when the letter of the plaintiff, of the 22d of July, was received, which authorized a sale. If the price of cotton was higher on that day than at any intermediate period, he was entitled to the benefit thereof. If, on the other hand, the price was then lower, he could not justly be said to be damaged to any extent beyond what he would lose by the difference of the price of cotton on the 3d of June, and the price on the 23d of August.

For these reasons, we are of opinion, that both the instructions given by the Circuit Court to the Jury were erroneous, and therefore the judgment ought to be reversed, and the cause remanded, with instructions to that court to award a *venire facias de novo*.

IMPORT DUTIES.—KNIT SHIRTS AND DRAWERS.

2. *Circuit Court of the United States, before Judge Betts, January 20th, 1840. James Hall v. Jesse Hoyt.*

This action was brought to recover back the excess of duties demanded by the defendant, collector of New York, upon *knit shirts and drawers*. The defendant had demanded duty on them as *ready-made clothing*; the plaintiff insisted that they were subject to duty as *hosiery*, and that he was entitled to recover back the excess.

Samples of the article were exhibited; the shirts had a piece of cotton cloth sewed upon the opening in front, with two or three buttons sewed on upon one side and button holes worked on the other. The drawers had waistbands sewed on, with buttons and button holes, and tapes at the bottom. They were fit for wearing without farther work, and had been prepared before importation.

The plaintiff proved that the articles were made by hosiery manufacturers, upon the stocking frame. That they were dealt in by dealers in hosiery in England, and were there known as hosiery; that the cotton cloth was sewed on, button holes made, &c., by persons connected with the manufacturer, and as part of his business; also, the plaintiff proved

that in the United States in the year 1832, and prior to it, they were imported from England and were known as hosiery goods ; that they were kept by hosiery dealers for sale ; that they would be furnished upon an order for hosiery, but not on an order for ready-made clothing ; that they did not go in commerce under that name ; that in invoices they were called shirts and drawers, woollen or cotton shirts and drawers, knit shirts and drawers, and hosiery shirts and drawers. They were not usually kept in ready-made clothing stores, but sometimes were. Ready-made clothing meant clothing cut from cloth to fit, and made by tailors' sewing.

On the part of the defendant, evidence was given, that the articles were kept by some dealers in ready-made clothing ; that they were by some called ready-made clothing ; that at the custom house, in 1832, and for some years before, duty had been demanded on these goods as on ready-made clothing, which duty, prior to the act of 1832, was acquiesced in.

The Court charged the jury, that the act of congress, in its use of the terms hosiery and ready-made clothing, must be construed in reference to the common use and meaning of the terms, unless they appeared to have acquired a separate and different meaning in commerce. If they had, that meaning was to prevail ; and they must look to the meaning of the terms at the date of the act, and not at the present time, or as changed after the act was passed. That the practice of the custom house was only to be looked at as a part of the evidence of the acceptance of the words by merchants dealing there ; and, if the terms did not in commerce bear the sense there put upon them, the practice of the custom house could not govern the construction.

That in the present case the articles were clothing, and were ready-made ; they were therefore liable to duty as such, unless the jury should find that they were known in commerce under some other name, and charged with duty under such other name.

That if they were known under the name of hosiery, then, as that description of goods had been in the same section of the law charged with a lighter duty, it would not be subject to the heavier duty of ready-made clothing.

That hosiery was a word of more general signification than *stockings*, which was the word of the act of 1816, which was dropped in the act of 1828, and the word hosiery introduced. It signified a class or description of goods ; and if the jury found that these goods were among importers and vendors and purchasers generally known in 1832, (the date of the act,) as hosiery, they would be liable only to the duty on hosiery, and the plaintiff was entitled to recover ; otherwise, they were liable as ready-made clothing, and the defendant must have a verdict.

Verdict for plaintiff for \$3,473.

M. Bidwell and D. Lord, jr., for plaintiff.

B. F. Butler, district attorney, for defendant.

3. *Circuit Court of the United States, before Judge Betts, January 24, 1840. D. Hadden v. Hoyt.*

This was an action to recover the excess of duties on *knit shirts and drawers* ; and the evidence was similar to that in the case of Hall v.

Hoyt. But in the present case, the defendant introduced the former collector of New York, who gave evidence that from the act of 1828, to that of 1832, the articles in question had, in pursuance of orders from the treasury, been charged with the duty on clothing ready made, and not with the duty on hosiery.

And the defendant's counsel insisted that the Court should charge upon this new evidence, that the act of congress of 1832, must in judgment of law be deemed to have reference to the then existing practice of the treasury department and its circulars to collectors, and that therefore, in this construction of the law, the articles were to be deemed as falling under the term ready-made clothing, and not under the term hosiery.

The plaintiff's counsel, to the contrary, insisted, that the words in the law must be construed as they would be understood in their common or commercial use; and not in any peculiar sense or use, practised by the treasury, and as such, known to congress. That the law was made to govern, not the members of congress, but dealers in the article, to whom the law was most addressed, and whose understanding of its terms should control.

The Court expressed doubt upon the question; and with the assent of the parties *pro forma*, charged that the jury were to be governed by the usual and well known name of the article, and meaning of the words of the law, as understood generally in commerce at the date of the act.

A verdict was rendered for \$2,400, and the cause was carried up, by a writ of error, to the Supreme Court of the United States.

D. Lord, jr., for plaintiff. B. F. Butler, for defendant.

MERCANTILE LITERATURE.

Evils and Abuses in the Naval and Merchant Service Exposed; with Proposals for their Remedy and Redress. By WILLIAM M'NALLY, formerly of the U. S. Navy. Boston: Cassady & March. 12mo. pp. 202. 1839.

THE volume before us is descriptive of evils that exist in the naval and merchant service. Mr. M'Nally has given real names and characters, bestowed praise or blame where he thought it was wanted, and given his reasons for so doing, leaving the reader to judge how far his statements could be relied upon. He professes to have carefully avoided all coloring or embellishment. In a work of this kind, a writer, in order to promote the object he has in view, should avoid party political allusions if possible; this the author has not done, but he wishes to be understood as not having imbibed the opinions of any political party, as it is a subject of which he professes to know but little. The prominent distinction between the existing parties, according to his views, is "that one is in office and wishes to remain there, and that the other is out, and wishes to get in;" a distinction, in our apprehension, which neither party would very willingly admit. We would however recommend the volume to the attention of navigators, as containing hints and information that must prove highly useful.

MERCANTILE MISCELLANIES.

COTTON TRADE OF INDIA.

WE find in the London Athenæum an account of a late meeting of the Asiatic Society. At this meeting, a paper was read by General Briggs "on the Cotton Trade of India." It appears from the Athenæum that one of the principal objects of this paper was to show that the people of Hindostan are as capable of furnishing Europe with cotton as the inhabitants of North America; and that, under proper arrangements, both the quantity and quality of their produce would fully suffice for all requirements of our manufacturers, without the necessity of our relying on the slave labor cotton of America. The paper began with a calculation of the quantity of cotton actually used in dress by the natives of India. Specimens of the several articles of costume were exhibited; and it was shown, that the dress of the male Hindoo contained 244 square yards, and that of the female about 8½ square yards, which, allowing that they were renewed, on an average, at least once a year, the consumption would amount, among the whole population, to 374,000,000 pounds; and it might be fairly inferred, from the various other domestic uses to which cotton was applied in India, that as much again was so employed, making a total annual consumption, by the natives themselves, of 750,000,000 pounds. The quantity imported into England is from 4 to 500,000,000 pounds annually, and this is chiefly raised in America, not more than one tenth coming from India. The question naturally arises, why should this be? The causes of the supply from India, Gen. Briggs stated, were closely connected with the administration of the country; he should not further allude to them in that place, but would proceed to demonstrate his position, that India might supply cotton sufficient for the manufactures of England, and if necessary, for the whole world.

It is needless to follow the details presented; but the result of a great number of statements and reports from the best sources showed evidently that scarcely any portion of the surface of India was unfit for the growth of some kind of cotton. The great table land of the Dekkan, the soil of which is formed of the debris of trap-mountains, is the cotton soil, *par excellence*, and is suited to the *gossypium herbaceum*, the indigenous cotton of India. This soil lies upon limestone. It is rich vegetable matter, and is retentive of humidity; but in hot dry weather, it cracks into large fissures. It is at that season hard and clayey, and brittle, like coal. The clayey soil, so fit for the indigenous plant, is unsuited to that of America, which grows best in a light, dry, silicious soil; and as most former attempts to introduce the American cotton into India have been made upon the rich trap soil of the country, they had necessarily failed. But the soil best adapted to American seed is also found in India, near the coasts, where the aboriginal plant does not succeed. This was proved at the various experimental farms established by the East India Company, and on which the American plant was growing to perfection. In order to point out the differences which existed between the various sorts of cotton in use, a diagram was exhibited, showing various lengths of the fibres of different kinds.

In many specimens of cotton, the fibre had a flat tape-like appearance; while in others it looked like a string of oval beads, pointed at each extremity. Some kinds were more cylindrical than others, and the Surat and Sea Island cotton is thickest and narrowest, and the Tavoy and New Orleans flattest and thinnest. In length of staple, the American surpasses the East India; but the latter was the finest. Some idea of the extreme minuteness of the fibre of cotton might be formed from the fact, that it required thirty-

five fibres to make the smallest thread spun at Manchester, 350 hanks of which weighed only one pound, and would measure 165 miles in length. But it had been shown that the natives of India could spin thread with the hand, four of which would be required to make up the bulk of one made by machinery at Manchester.

THE WHALE FISHERY.

Captain Dupetit Thouars, commander of the frigate Venus, has returned to Paris from his station in the South Seas for the protection of the French whale fishery, and has addressed a long report to the Minister of the Marine, containing the results of his experience as to the actual condition of this fishery, and the improvement to be introduced into it. It is to the following effect:

Captain Thouars goes into great detail as to the equipment of the vessels, which he recommends should never go beyond 350 to 450 tons, and should be specially constructed for the purpose. The captains of whalers, he strongly recommends, should not be expected to go out in the harpooning boats, but should always remain on board their vessels; and the practice of having two captains, one for the vessel, the other for superintending the actual operations of the fishery, should be abolished, as destructive of discipline among the crews.

The under officers of the vessel, on the other hand, he considers, should be active men, well acquainted with all the manual details of the service. Captain Thouars exclaims loudly against the system so prevalent among American whale fishers, of allowing the sailors to get into debt ashore, and of the owners giving security, or advancing the money for them, at a rate of interest often amounting to 40 or 50 per cent., a practice destructive of all habits of prudence among the men.

He then gives several specifications of the different kinds of whales found in the South Seas, and the localities where they are most abundant, stating that most of them are known to and are pursued by the American and English whalers, especially the cachalot, sperm or white whale, whereas the French captains have hitherto confined themselves only to the common or black whale. He also gives a full account of the usual times of leaving Europe adopted by British whalers, and points out various improvements in this respect which may be adopted by the French captains.

The principal rendezvous for the whale ships, Captain d'Urville states to be the Sandwich Islands, Otaheite, and New Zealand; at the former of these stations sometimes 60 French whalers are assembled together, at the second 20, at the third 40. At all these places, when the whalers are in, the most unbounded licentiousness and disorder prevail among the crews, and call imperiously for the establishment of consuls or other authorized agents on the spot.

Captain d'Urville strongly urges the necessity of sending out agents of this kind without delay, and more particularly to the Bay of Islands in New Zealand, where a British resident, who performs the functions of "a constable and police magistrate," has been long settled. England and the United States, the captain adds, have several vessels of war, during the course of each year, to visit these fisheries, whereas France sends only one occasionally; he therefore recommends government to adopt more efficient measures of this kind.

The remarks of Captain Dupetit Thouars, are, we apprehend, in the main, correct. But we think he is out of his reckoning when he says that the owners of American ships allow their men to get in debt ashore, and then extort 40 or 50 per cent. interest on advances to rescue them from embarrassment.

FIRST PUBLIC SALE OF THE NEWLY DISCOVERED ASSAM TEA.

It is stated in the St. James Chronicle, that the Commercial Sale-room in Mincing Lane, where the public tea sales are held, was crowded at the hour of sale, in consequence of its being known that the whole of the Honorable Company's recent importation of teas from their territories in Upper Assam, India, were to be sold. Mr. Thompson was the tea broker selected by the company to offer these teas for sale. They consisted of three lots of Assam Souchong, and five lots of Assam Pekoe. On offering the first lot, which was Souchong, Mr. Thompson announced that each lot would be sold, without the least reservation, to the highest bidder. We never before witnessed such excitement as prevailed when the first lot was competed for. The first bid was 5s. per lb.; a second bid was made of 10s. per lb. After much competition, it was knocked down for 21s. per lb., the purchaser being Captain Pidding, the proprietor of Howqua's Mixture Tea. The second lot of Souchong was bought for the same person for 20s. per lb. The third and last Souchong sold for 16s. per lb., Captain Pidding being the buyer. The first lot of Assam Pekoe sold for 24s. per lb.; after much competition, every broker appearing to bid for it, it was bought for Captain Pidding. The second, third, and fourth lots of Assam Pekoe fetched the respective prices of 25s., 27s. 6d., and 28s. 6d. per lb., and were also purchased, like the previous lots, for Captain Pidding. For the last lot of Pekoe, which was the last lot of the tea to be sold, a most exciting competition took place—there were near sixty different bids made for it. It was at last knocked down at the extraordinary high price of 34s. per lb. Captain Pidding was also the purchaser of this, and has thereby become the sole proprietor of the Assam, as well as the Howqua's Mixture Tea. The general opinion of the collected tea brokers and dealers, with whom the room was crowded, was, that the Assam tea is not only valuable as a curiosity, but that the tea itself is of very superior quality, being of a pleasant flavor, and of such strength that some asserted that the fifth water from it was as strong as the first. The fact of Captain Pidding having become the sole purchaser of the whole of this seemed to excite a great sensation; it was whispered that he intended to allow small parcels of it to be sold by each of his agents at prime cost, and in such small quantities as to allow of the greatest number of people trying, by tasting it.

SPECULATING AND FAILING.

This is the age of speculations; but however promising they may be, (and there is no lack of promises in any of their prospectuses that we have encountered,) there is always a certain bitter in the midst of their sweets—always a lingering fear that their end may not be quite so flourishing as their beginnings, and that the dropping of the curtain may find the bubble burst, and the unfortunate speculator in jail. The absence of downright certainty in any undertaking is a great drawback on its desirableness. Yet amidst all this uncertainty, it is very satisfactory to know that there is one speculation in which it requires nothing but a little observation, and the use of one's own judgment, to render quite as money-making a concern as a general balloon navigation company to all—excepting to original proposers. The speculation is—to fail; and there is but one art and mystery in it—to fail at the right time; not for a few paltry dollars, which are rigorously taken from you, but a good slapping sum at once; enough to strike your creditors with reverence for your greatness, and respect for your misfortunes. At the very worst, they will allow you a comfortable maintenance out of their own money, and perhaps present you with a silver dinner set in token of their gratitude for your allowing them to recover a shilling in the pound. And in circumstances like these there is always this comfort, that the remaining nineteen shillings enable you to fill the silver dishes with turtle and venison, and all things else in a concatenation accordingly.

COMMERCIAL STATISTICS.

COMMERCE OF NEW JERSEY, FROM 1791 TO 1838.

Compiled from Official Documents, by S. Hazard, Esq., of the United States Statistical Register.

Years.	EXPORTS.			Imports.	Duties on foreign merchandise imported.	Dr-backs paid on foreign merchandise exported.	Registered tonnage.
	Domestic.	Foreign.	Total.				
1791	.....	.....	26,988	.....	15,379	.....	1,171 00
1792	.....	.....	23,406	.....	5,479	.....	1,000 00
1793	.....	.....	54,179	.....	16,929	.....	260 27
1794	.....	.....	58,154	.....	15,597	158	484 04
1795	.....	.....	130,814	.....	20,510	2,564	637 85
1796	.....	.....	59,227	.....	1,100	933	901 27
1797	.....	.....	18,161	.....	10,090	.....	762 72
1798	.....	.....	61,877	.....	17,256	10,589	1,344 28
1799	.....	.....	9,722	.....	867	2,341	1,271 34
1800	.....	.....	2,289	.....	135	.....	860 15
1801	.....	.....	25,406	.....	8,510	.....	1,046 08
1802	.....	.....	26,227	.....	3,247	.....	1,551 09
1803	21,311	.....	21,311	.....	3,617	.....	1,708 35
1804	24,829	.....	24,829	.....	3,895	.....	1,445 88
1805	20,633	110	20,743	.....	18,514	.....	1,293 05
1806	26,504	7,363	33,867	.....	14,310	5,589	891 84
1807	36,063	5,123	41,186	.....	17,699	2,408	952 13
1808	12,511	8,288	20,799	.....	10,391	5,587	525 29
1809	269,104	50,071	319,175	.....	24,444	5,690	15,596 67
1810	392,798	37,469	430,267	.....	13,573	8,497	17,338 51
1811	1,871	.....	1,871	.....	84,559	2,986	14,144 12
1812	4,186	.....	4,186	.....	27,383	1,083	13,639 58
1813	10,260	.....	10,260	.....	47,754	.....	13,769 29
1814	.....	.....	.....	.....	82,764	.....	13,843 19
1815	5,279	.....	5,279	.....	14,222	.....	2,465 67
1816	9,746	.....	9,746	.....	27,410	.....	2,500 87
1817	5,489	.....	5,849	.....	6,253	507	2,436 70
1818	25,957	.....	25,957	.....	3,602	168	222 02
1819	1,474	.....	1,474	.....	16,702	987	319 44
1820	20,511	.....	20,511	.....	14,609	277	468 56
1821	33,613	98	33,711	17,606	29,225	3,339	207 77
1822	83,551	.....	83,551	103,190	24,244	1,722	1,187 78
1823	26,064	.....	26,064	5,933	7,127	424	1,217 00
1824	28,989	.....	28,989	637,518	483,372	5,157	2,364 20
1825	43,980	3,233	47,213	27,688	1,998	157,644	1,378 86
1826	30,859	7,106	37,965	48,004	14,558	19,826	1,428 38
1827	25,627	.....	25,627	338,497	534,733	2,209	912 82
1828	1,892	.....	1,892	706,872	692,178	44,255	1,442 56
1829	8,022	.....	8,022	786,247	249,559	98,711	292 50
1830	8,224	100	8,324	13,444	770	28,221	573 90
1831	11,430	.....	11,430	.....	6,663	700	1,260 04
1832	53,991	7,803	61,794	70,460	31,223	1,689	256 28
1833	30,853	1,900	32,753	170	26	240	1,389 77
1834	8,131	.....	8,131	4,492	3,812	.....	709 74
1835	66,363	7,678	74,041	18,932	64,111	876	1,955 15*
1836	38,769	24,040	62,809	24,263	4,670	.....	1,175 37*
1837	19,640	24,577	44,217	69,152	.....	.....	1,175 36*
1838	28,010	.....	28,010	1,700	.....	.....	1,656 56*

* Ending 30th September.

EXPORTS OF COTTON FROM THE PORT OF NEW ORLEANS,

For the last nine years, commencing October 1, and ending September 30.

WHITHER EXPORTED.	NUMBER OF BALES OF COTTON.							
	1838-39.	1837-38.	1836-37.	1835-36.	1834-35.	1833-34.	1832-33.	1831-32.
Liverpool.....	297,774	465,183	333,832	227,017	245,101	273,113	216,559	193,367
London.....	6	123	41	281	45	244	336	...
Glasgow & Greenock.....	7,390	16,147	17,077	7,991	12,601	13,950	8,096	6,227
Cowes, Falmouth, &c.....	2,459	48	2,966	1,237	156	1,160	676	3,771
Cork, Belfast, &c.....	2,139	...	1,180	...	1,220	702	...	...
Havre.....	112,779	110,609	112,410	106,867	126,505	88,414	73,030	63,462
Bordeaux.....	1,348	4,407	6,100	4,137	2,765	2,650	1,541	1,826
Marseilles.....	6,255	7,285	9,110	16,205	7,585	6,348	5,119	10,030
Nantz.....	2,070	5,527	5,268	6,672	5,017	3,841	2,612	2,820
Cette and Rouen.....	...	...	753	...	...	...	...	...
Amsterdam.....	49	932	202	2,130	238	754	50	392
Rotterdam and Ghent.....	...	...	...	...	...	359	...	70
Bremen.....	27	656	123	5,039	398	2,495	926	1,026
Antwerp, &c.....	...	1,598	2,782	5,348	1,122	153	...	370
Hamburg.....	310	3,149	2,538	4,330	1,863	5,059	1,176	1,870
Gottenburgh.....	947	343	553	1,025	747	...	1,186	695
Spain and Gibraltar.....	1,225	4,713	4,300	1,323	1,316	1,384	1,615	4,562
West Indies.....	4,259	2,641	2,050	612	14	...	75	...
Genoa, Trieste, &c.....	3,556	7,174	7,875	10,239	5,588	...	...	1,190
Other foreign ports.....	113	902	233	2,117	...	922	...	...
New York.....	62,691	39,352	24,734	29,604	50,978	15,938	31,497	24,955
Boston.....	49,242	40,271	38,409	37,084	42,928	25,947	28,868	25,078
Providence, R. I.....	4,038	1,607	1,177	3,204	5,223	3,064	13,651	4,611
Philadelphia.....	6,150	8,526	6,022	7,428	7,918	3,368	7,239	4,607
Baltimore.....	3,450	6,148	2,978	1,128	989	1,701	4,743	1,614
Portsmouth.....	5,369	4,819	8,044	11,989	8,707	8,209	4,760	3,343
Other coastwise ports.....	7,171	5,026	3,781	2,098	5,741	2,478	3,465	520
Total.....	580,817	737,186	594,538	493,005	534,765	462,253	407,220	356,406

RECAPITULATION.

Great Britain	309,768	481,501	355,096	236,526	259,123	289,169	225,667	203,365
France.....	122,452	127,828	133,641	133,881	141,872	101,253	82,302	78,138
North of Europe.....	1,446	7,580	6,431	17,989	4,368	9,742	3,338	4,423
South of Europe.....	9,040	14,528	14,225	12,074	6,918	1,384	1,690	5,752
Coastwise	138,111	105,749	85,145	92,535	122,484	60,705	94,223	64,728
Total.....	580,817	737,186	594,538	493,005	534,765	462,253	407,220	356,406

Comparative Arrivals, Exports, and Stocks of Cotton, of New Orleans,
for ten years, commencing 1st October.

Years.	ARRIVALS.	EXPORTS.	STOCKS.	Years.	ARRIVALS.	EXPORTS.	STOCKS.
	Bales.	Bales.	Bales.		Bales.	Bales.	Bales.
1838-39	589,281	580,817	16,307	1833-34	465,103	462,253	8,756
1837-38	743,218	737,186	8,843	1832-33	418,853	407,220	7,406
1836-37	604,475	596,068	15,302	1831-32	349,797	356,406	7,088
1835-36	498,895	493,005	8,702	1830-31	428,876	424,684	13,697
1834-35	531,366	534,765	4,842	1829-30	363,641	351,890	9,505

STATISTICS OF NAVIGATION.**PASSAGES OF THE LIVERPOOL PACKETS.**

In our number for June, 1839, we published a comparative table of the passages of the different ships of the several lines of Liverpool packets, from November 1, 1837, to November 1, 1838. Annexed is an accurate statement, taken from Bennett's Herald, showing the passages of each ship of the Liverpool packets of the several lines, for 1839. It forms a table of reference, at all times interesting.

OLD, OR BLACK BALL LINE.**OUTWARD PASSAGES.**

<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived. days.</i>
North America....	Jan. 5	Jan. 25 20
Europe	19	Feb. 8 20
Columbus.....	Feb. 2	21 19
South America....	19	Mar. 15 24
England	Mar. 1	19 18
Orpheus.....	22	April 13 22
Cambridge	Apl. 1	29 28
North America....	19	May 18 29
Europe	May 2	June 7 36
Oxford.....	20	9 19
Columbus.....	June 1	22 21
South America....	19	July 9 20
England	July 1	20 19
Cambridge	19	Aug. 7 19
Orpheus.....	Aug. 1	27 26
North America....	21	Sept. 10 20
Europe	Sept. 2	24 22
Oxford.....	19	Oct. 9 20
Columbus.....	Oct. 1	21 20
South America....	20	Nov. 13 24
England	Nov. 1	20 19
New York.....	19	Dec. 14 25
Cambridge	Dec. 5	Jan. 3 28
Oxford.....	20	..... .

HOMeward PASSAGES.

<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived. days.</i>
Cambridge	Jan. 10	Feb. 12 38
Orpheus.....	22	20 29
North America....	Feb. 7	Mar. 18 39
Europe	19	30 39
Oxford.....	Mar. 29	May 3 35
South America....	April 8	5 27
Columbus.....	10	11 31
England	24	23 29
Orpheus.....	May 8	30 22
Cambridge	21	June 23 38
North America....	June 8	July 11 33
Europe	20	Aug. 4 45
Oxford.....	July 9	26 38
Columbus.....	20	Sept. 2 44
South America....	Aug. 9	14 36
England	22	Oct. 1 40
Cambridge	Sept. 10	11 31
Orpheus.....	21	28 37
North America....	Oct. 8	Nov. 26 48
Oxford.....	21	13 23
Columbus.....	Nov. 8	Dec. 8 31
South America....	22	20 28
England	Dec. 8	Jan'y 4 25

The longest outward passage was made by the Europe, she having been thirty-six days; and the shortest by the England, in eighteen days. All the outward passages average twenty-two days and a half. The homeward passages average thirty-three days and seventeen hours.

The Orpheus made a homeward passage in twenty-two days, the Oxford in twenty-three, and the England in twenty-five, making the three shortest. The longest was made by the North America, in forty-eight days.

DRAMATIC LINE.**OUTWARD PASSAGES.**

<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived. days.</i>
Sheridan.....	Jan. 27	Feb. 13 17
Garrick.....	Feb. 25	Mar. 17 20
Roscius.....	Mar. 26	April 19 22
Siddons.....	April 25	May 18 23
Sheridan.....	May 25	June 19 25
Garrick.....	June 25	July 16 21
Roscius.....	July 25	Aug. 19 25
Siddons.....	Aug. 26	Sept. 13 18
Sheridan.....	Sept. 26	Oct. 13 17
Garrick.....	Oct. 25	Nov. 15 21
Roscius.....	Nov. 25	Dec. 14 19
Siddons.....	Dec. 28	..... .

HOMeward PASSAGES

<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived. days.</i>
Roscius.....	Jan'y 17	Feb. 17 31
Siddons	Feb. 18	Mar. 25 35
Sheridan.....	Mar. 18	April 25 38
Garrick.....	April 14	May 14 30
Roscius.....	May 14	June 6 23
Siddons	June 14	July 12 28
Sheridan.....	July 15	Aug. 17 33
Garrick.....	Aug. 13	Sept. 15 33
Roscius.....	Sept. 13	Oct. 12 29
Siddons	Oct. 13	Nov. 13 30
Sheridan.....	Nov. 14	Dec. 10 26
Garrick.....	Dec. 14	June 16 33

The outward passages averaged twenty days and a half each. The eleven passages were made in two hundred and twenty-eight days. The shortest was made in seventeen days, and the longest in twenty-five.

The homeward passages averaged thirty and a half days each. One was in twenty-three days, which was the shortest. The longest was thirty-eight days. Each passage was singularly fortunate. The twelve homeward passages were performed in three hundred and sixty-nine days.

STAR LINE.

OUTWARD PASSAGES.				HOMeward PASSAGES.			
<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived.</i>	<i>days.</i>	<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived.</i>	<i>days.</i>
Sheffield.....	Jan. 16	Feb. 6	21	Virginian.....	Feb. 1	Mar. 18	45
United States....	Feb. 16	Mar. 15	27	Sheffield.....	Mar. 2	29	27
Westchester.....	Mar. 14	April 10	27	United States.....	April 2	May 5	33
Virginian	April 16	May 9	23	Westchester	May 17	June 25	39
Sheffield	May 14	June 9	25	Virginian	June 2	July 10	38
United States....	June 14	July 8	24	Sheffield	July 3	Aug. 15	43
Westchester	July 13	Aug. 4	22	United States.....	Aug. 2	Sept. 14	43
Virginian	Aug. 13	Sept. 4	22	Westchester	Sept. 2	Oct. 11	39
Sheffield.....	Sept. 14	Oct. 8	24	Virginian.....	Oct. 4	Nov. 5	31
United States....	Oct. 16	Nov. 13	28	Sheffield	Nov. 1	Dec. 1	30
Virginian	Nov. 15	Dec. 8	23	United States.....	Dec. 4	Jan. 4	30

The eleven outward passages were made in two hundred and sixty-six days, and they averaged a fraction over twenty-four days each. The shortest was made in twenty-one days, and the longest in twenty-eight.

The longest homeward passage was made in forty-five days, and the shortest in twenty-seven. The eleven were made in three hundred and ninety-eight days.

SWALLOW TAIL LINE.

OUTWARD PASSAGES.				HOMeward PASSAGES.			
<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived.</i>	<i>days.</i>	<i>Ships.</i>	<i>Sailed.</i>	<i>Arrived.</i>	<i>days.</i>
Roscoe	Jan. 8	Jan. 28	20	Independence.....	Jan. 27	Mar. 11	42
G. Washington....	Feb. 7	Mar. 5	26	Roscoe	Feb. 28	28	28
Shakspeare.....	Mar. 7	April 7	31	G. Washington....	Mar. 29	April 29	31
Independence	Apl. 8	29	21	Shakspeare	April 26	May 24	28
Roscoe	May 9	June 7	28	Independence.....	May 26	June 29	34
G. Washington....	June 7	24	17	Roscoe	June 26	Aug. 5	40
Shakspeare	July 8	July 28	20	G. Washington....	July 25	Sept. 1	38
Independence	Aug. 7	Aug. 28	21	Shakspeare	Aug. 28	Oct. 5	38
Roscoe	Sept. 9	Sept. 30	21	Independence.....	Sept. 29	Oct. 30	31
G. Washington....	Oct. 7	Nov. 1	25	Roscoe	Oct. 26	Dec. 10	45
Patrick Henry.....	Nov. 7	25	18	G. Washington....	Nov. 27	Dec. 27	30
Independence	Dec. 10	.....	..	Patrick Henry....	Dec. 26	Jan'y 31	26

The eleven outward passages were made in two hundred and forty-eight days, and averaged twenty-two days and twelve hours each. The longest was made in thirty-one days, and the shortest in seventeen.

The homeward passages averaged thirty-five days and a fraction each. None made less than twenty-eight days, and none over forty-five. The twelve were performed in four hundred and twenty-one days.

PASSAGES OF THE STEAM SHIPS.

We published in the Merchants' Magazine for August, 1839, all the passages of the steam ships Great Western, Liverpool, and Royal William, showing the time of their departure from, and arrival at, each port, beginning with April, 1838; we now give, from Bennett's Herald, all the passages of the Great Western, British Queen, and Liverpool, for the year 1839.

PASSAGES OF THE GREAT WESTERN.

TO NEW YORK.			TO BRISTOL.		
<i>Sailed.</i>	<i>Arrived.</i>	<i>Days.</i>	<i>Sailed.</i>	<i>Arrived.</i>	<i>Days.</i>
Jan. 28	Feb. 16	18½	Feb. 25	Mar. 12	15
Mar. 23	April 14	21½	April 22	May 7	14½
May 18	May 31	13	June 13	June 27	12½
July 6	July 22	15½	Aug. 1	Aug. 13	12½
Aug. 24	Sept. 10	16½	Sept. 21	Oct. 4	13
Oct. 19	Nov. 2	14½	Nov. 16	Nov. 30	13½

The passages from England average sixteen days and a half each, and the whole time occupied in making six western passages was ninety-nine days and a quarter. The shortest was made in thirteen days, and the longest in twenty-one and a half.

The passages hence to Bristol averaged thirteen days and nine hours each. The longest was in fifteen days, and the shortest in twelve and a quarter. The six eastern passages were made in eighty days and twelve hours.

By two of the passages, passengers and despatches reached Paris, by the way of England, on the fifteenth day after leaving New York. They also arrived in London and Liverpool on the thirteenth day.

PASSAGES OF THE BRITISH QUEEN.

TO NEW YORK.			TO PORTSMOUTH		
Sailed.	Arrived.	Days.	Sailed.	Arrived.	Days.
July 12	July 27	14½	Aug. 1	Aug. 14	13½
Sept. 3	Sept. 20	17	Oct. 1	Oct. 15	13½
Nov. 3	Nov. 23	20½	Dec. 2	Dec. 25	22½

The shortest passage from England was made in fourteen days and twenty-one hours; the longest in twenty days and nine hours. The shortest passage hence was performed in thirteen days and a half, and the longest in twenty-two and a half. If we calculate the time, however, when she arrived off Portsmouth, the passage was made in twenty-one days and fourteen hours.

The western passages averaged seventeen days and eight hours each. Those made to the eastward, sixteen days and fourteen hours.

On her first voyage she arrived here on the 27th of July, discharged about one thousand packages of goods, besides baggage, reloaded cargo, took in seven hundred and fifty-five tons of coal, stores for one hundred and thirteen passengers, and was ready for sea on the 31st of the same month—four days' work.

PASSAGES OF THE LIVERPOOL.

TO NEW YORK.			TO LIVERPOOL.		
Sailed.	Arrived.	Days.	Sailed.	Arrived.	Days.
Feb. 6	Feb. 25	18½	Mar. 9	Mar. 25	16
April 20	May 7	16½	May 18	June 1	14½
June 13	June 30	16½	July 6	July 20	13½
Aug. 1	Aug. 18	17	Aug. 24	Sept. 8	14½
Sept. 21	Oct. 7	16	Oct. 19	Nov. 6	17½
Nov. 16	Dec. 5	18½	Dec. 15	.....	...

The Liverpool has eighteen hours steaming farther to go than either the Great Western or the British Queen.

The passages to New York averaged seventeen days and four hours each. The longest was made in eighteen days and twelve hours, and the shortest in sixteen days.

Those to Liverpool averaged fifteen days and sixteen hours. The shortest was made in thirteen days and three quarters, and the longest in seventeen days and twelve hours.

DISASTERS AT SEA DURING THE YEAR 1839.

The following summary of shipwrecks, etc., for 1839, is from the Sailor's Magazine. Several of the vessels put down as *missing*, were afterwards heard from, having been prematurely reported.

A record has been kept at the office of the American Seamen's Friend Society, during the year just closed, as in past years, of disasters at sea, so far as they could be ascertained, which resulted in a total loss of the vessel. The following is the result:

The whole number of vessels lost, was 442. Of these there were—

Ships and barks.....	74
Brigs.....	124
Schooners.....	187
Sloops.....	16
Steamboats.....	9
Unknown.....	32

Of these there were lost towards the close of 1838, but reported in 1839... 52

Wrecked in—

January.....	26
February.....	27
March.....	32
April.....	21
May.....	29
June	18
July.....	15
August.....	29
September.....	64
October	30
November	27
December, (previous to 15th),.....	8
Time unknown.....	64

Added to the above entire and known losses, there have been reported 37 missing vessels during the year, which, with their crews, have most probably been entirely lost. 537 lives have been reported as lost, but the loss of life is undoubtedly much greater than this, as many vessels were reported as abandoned, or bottom up, where the crews were missing, and no intelligence has been received from them. The above facts speak a language concerning the sorrows of seamen, not to be misunderstood, and they should be most solemnly pondered by those who have a heart to feel and a hand to relieve.

In 1838 there were lost—

Ships and barks.....	100
Brigs.....	117
Schooners.....	169
Sloops.....	11
Steamboats.....	17
Unknown.....	13
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Total.....	427

Of these, forty-five were lost in 1837, but reported in 1838; 27 vessels were reported as missing, and the loss of life during the year is known to have been 756.

In 1837 there were lost—

Ships and barks.....	94
Brigs.....	135
Schooners.....	234
Sloops.....	12
Steamboats.....	18
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Total.....	493

Of these, 43 were lost in 1836, but reported in 1837; 30 vessels were reported as missing, and the loss of life during the year is known to have been 1,295.

In 1836 there were lost—

Ships and barks.....	56
Brigs.....	97
Schooners.....	121
Sloops.....	12
Steamboats.....	30
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Total.....	316

Twelve vessels were reported as missing, and the loss of life during the year is known to have been 826.

SHIPWRECKS ON THE COAST OF FRANCE.

A Paris journal gives the following list of vessels of fifteen nations, lost by shipwreck on the coast of France, between Cherbourg and Dunkirk, for fourteen years. The length of the coast is about two hundred and fifty miles, and embraces the port of Havre.

French.....	291
English.....	76
Swedish and Norwegian.....	30
Dutch.....	12
American.....	8
Prussian.....	8
Danish.....	7

Russian.....	4
Hanoverian	4
Hamburg.....	30
Belgium.....	3
Sicily	2
Lubec.....	2
Finland.....	12
Total.....	489

THE HUDSON RIVER.

A Table showing the Period when the Hudson River opened and closed at Albany, since 1817, taken from Records kept at the Albany Academy, for the Use of the Regents of the University.

Winters.	River closed or ob- structed by Ice.	River open or free from Ice.	Number of Days closed.
1817-18.....	December 7	March 25	108 days.
1818-19.....	December 14	April 3	110 ..
1819-20.....	December 13	March 25	102 ..
1820-21.....	November 13	March 15	123 ..
1821-22.....	December 13	March 15	92 ..
1822-23.....	December 24	March 24	90 ..
1823-24.....	December 16	March 3	78 ..
1824-25.....	January 5	March 6	60 ..
1825-26.....	December 13	Feb'r'y 26	75 ..
1826-27.....	December 24	March 20	86 ..
1827-28.....	November 25	Feb'r'y 8	50 ..
1828-29.....	December 23	April 1	100 ..
1829-30.....	January 11	March 15	63 ..
1830-31.....	December 23	March 15	82 ..
1831-32.....	December 5	March 25	111 ..
1832-33.....	December 21	March 21	83 ..
1833-34.....	December 13	Feb'r'y 24	73 ..
1834-35.....	December 15	March 25	100 ..
1835-36.....	November 30	April 4	125 ..
1836-37.....	December 7	March 28	111 ..
1837-38.....	December 14	March 19	94 ..
1838-39.....	November 25	March 21	116 ..
1839-40.....	December 18	Feb'r'y 21	65 ..

As the river, throughout to New York, has not opened on the days stated above, the time at which the first steamboat passed either from Albany or New York, or vice versa, is also added for a few years.

1835	March 25
1836	April 10
1837 (Robert L. Stevens).....	March 31
1838 (Utica).....	March 19
1839 (Swallow).....	March 25
1840 (Mount Pleasant).....	Feb'r'y 25

NOTICE TO MARINERS.

London, February 4th, 1840.

Light at St. Catharine's Point, Isle of Wight.—Notice is hereby given, that the light tower, which has been for some time past in course of erection on St. Catharine's Point, in the Isle of Wight, being nearly completed, the light will be exhibited thereon on or before the evening of the 1st of March next, and thenceforth continued every night from sunset to sunrise. It will burn at an elevation of 178 feet above the level of high water, and will appear as a fixed bright light in all directions seaward.

Light at the Needles Point.—In order to distinguish this from the new light at St. Catharine's, it will, on and after the exhibition of the last mentioned, assume a red color, and will be continued.

J. HERBERT, Secretary.

STATISTICS OF RAIL-ROADS.

*Cost, Receipts, Expenditures, and Income, of the following Rail-Roads,
derived from Official Reports for the year 1839.*

NAMES.	Cost of the Road.	Receipts.	Expenses.	Nett Income.	Dividend per annum.
Boston and Providence.....	1,782,000	313,907	194,412	119,494	8 per ct.
Boston and Lowell.....	1,650,000	241,219	92,151	149,068	8 ..
Boston and Worcester.....	1,800,000	231,807	126,384	105,423	6½ ..
Eastern, just completed....	1,306,000	125,623	53,176	72,447	11 ..
Taunton	250,000	58,018	40,711	17,307	6½ ..
Philadelphia and Baltimore	4,379,225	490,535	296,131	194,503	7½ ..
Camden and Amboy.....	3,220,000	685,329	258,043	427,286	13½ ..
Receipts in six years...	4,637,535	2,253,933	2,383,542	16½ ..	

CAMDEN AND AMBOY RAIL-ROAD.

The following table shows the number of passengers and tons of merchandise carried over the Camden and Amboy rail-road, and the gross amount of receipts, expenditures, and nett profits, for several years.

Year.	Passengers.	Tons of merchandise.	Receipts.	Expenditures.	Profits.
1833	109,908	6,043	468,142 50	287,091 90	181,050 60
1834	105,418	8,397	546,993 54	313,261 69	233,731 87
1835	147,424	10,811	679,463 63	317,491 76	361,971 87
1836	103,731	12,508	770,621 28	363,344 90	407,206 38
1837	145,461	10,642	731,995 24	309,510 44	372,484 80
1838	164,520	11,765	754,989 89	355,249 10	399,740 79
1839	181,479	13,520	685,329 76	258,143 58	427,286 28

BOSTON AND LOWELL RAIL-ROAD.

The total amount of capital paid is \$1,650,000. For fuel, salaries, repairs on the road, engines and cars, and other expenses, there have been paid \$92,151 44. The amount received is, from passengers, \$135,059 45; for transporting merchandise, \$105,183 49; for transporting U. States mail, \$1,000; making a total of \$241,219 94. Two dividends, of four per cent. each, have been paid during the year.

BOSTON AND PORTLAND RAIL-ROAD.

This road, extending from the Boston and Lowell rail-road to the line of the state of New Hampshire, thence to connect with the Boston and Maine rail-road, has just been completed. The amount of capital paid in is, by stockholders, \$278,165 26; state scrip, \$150,000; total, \$428,155 22. The income during the year has been \$69,001 13; namely: from passengers, \$53,885 20; for merchandise, \$12,804 23; United States mail, \$1,900; rents, \$411 70. The expenses have been \$43,322 67. Two dividends, one of two per cent., and one of four per cent., have been paid.

BOSTON AND PROVIDENCE RAIL-ROAD.

The capital of this corporation is \$1,782,000. The expenses of the year have amounted to \$194,412 48, of which \$90,000 were for the purchase of the Seekonk branch road, the construction of a second track to Roxbury, and other permanent improvements. The amount received is \$313,907 44, of which \$234,237 42 were for the trans-

portation of passengers, \$72,939 11 for merchandise, and \$3,000 on mail contract. Two dividends, of four per cent. each, have been paid.

BOSTON AND WORCESTER RAIL-ROAD.

Capital stock, \$1,800,000. Income from passengers, \$122,445 92; from freight, mail, etc., \$106,251 16; rents and storage, \$3,050 10. Total expenditures have been \$126,384 83. A dividend of 3½ per cent., January 1, 1840.

EASTERN RAIL-ROAD.

This road, it is expected, will be completed as far as the New Hampshire line during the ensuing summer. The cost of the road, thus far, has been \$1,306,194 89, for which the state has furnished its scrip for \$500,000. The income from transportation of passengers has been \$113,068 63; of merchandise, \$7,375 67; United States mail, \$1,310 50; rents, etc., \$3,865 35. The current expenses have been \$53,176 17.

NASHUA AND LOWELL RAIL-ROAD.

This road, extending from Lowell to Nashua, N. H., fourteen miles in length, has been built at a cost of \$299,000. The receipts, from the opening of the road, Oct. 8, 1838, to Nov. 20, 1839, were, from passengers, \$36,646 92; for freight, \$18,198 73; rents, \$207 92; total, \$55,053 58. The expenses during the same period were, \$28,658 43. Two dividends, of three and four per cent., have been paid.

TAUNTON BRANCH RAIL-ROAD.

The capital of this branch of the Boston and Providence rail-road is \$250,000. The expenditures during the year have been \$40,711 78; the receipts, \$58,018 78. Two dividends, of three per cent. each, have been paid.

WESTERN AND WEST STOCKBRIDGE RAIL-ROADS.

The Western and the West Stockbridge rail-roads are not yet completed. Upon that portion of the former which has been in use, the receipts, up to January 1, 1840, were, from passengers, \$13,472 94; for merchandise, \$4,136 21; total, \$17,609 15. The expenditures were, for the same time, \$14,380,44; leaving a balance, as profit, of \$3,228 51.

MOHAWK AND HUDSON RAIL-ROAD COMPANY.

The nett earnings of the company, for 1839, were \$64,917 6-100, nearly equal to 6½ per cent. on the capital.

Cash in bank at date of report.....	\$26,415 55
Bills receivable.....	5,567 98
Due by companies and individuals.....	4,221 51
	<hr/>
	\$36,204 04
Deduct February dividend declared, of 3 per cent.....	30,000 00
	<hr/>
	\$6,204 04
The value of real estate of the company, not required for their business, in lots in Water-street, buildings, etc., is.....	168,203 55
Their indebtedness, (including bonds issued under the act of 1837,) is.....	108,500 00
	<hr/>
	59,703 55
Estimated surplus.....	\$65,907 59

The committee propose improvements and retrenchments which will place the company in a still stronger position, and insure a further increase of dividends.

BANK STATISTICS.

Amount of Capital, Number of Dollars per share, and semi-annual Dividends, of the Banks of the Cities of New York and Brooklyn, for 1839.

STOCKS.	Amount of Capital.	No. of dollars per share.	1839.			
			FIRST DIVIDEND.		SECOND DIVIDEND.	
			Amount.	Payable.	Amount.	Payable.
Bank of New York,.....	1,000,000	500	5 per ct.	May 1	4 per ct.	Nov. 1
Manhattan Bank,.....	2,050,000	50	5 " "	Jan. 10	5 " "	July 10
Merchants' Bank,.....	1,490,000	50	4½ " "	June 1	4 " "	Dec. 1
Mechanics' Bank,.....	1,500,000	25	3 " "	Feb. 4	3 " "	Aug. 1
Union Bank,.....	1,000,000	50	5 " "	January	4 " "	Nov. 5
		50	5 " "	1st May		
Bank of America,.....	2,001,200	100	5 " "	Jan. 5	5 " "	July 6
City Bank,.....	720,000	45	4 " "	May 1	4 " "	Nov. 1
Phenix Bank,.....	1,500,000	25	4 " "	January	4 " "	July 10
North River Bank,.....	500,000	50				
Tradesmen's Bank,.....	400,000	40	10 " "	Jan. 2	10 " "	July 1
Chemical Bank,.....	500,000	25	4 " "	Feb. 4	4 " "	Aug. 8
Fulton Bank,.....	600,000	30	5 " "	May 1	5 " "	Nov. 1
Del. & Hud. Canal Co. Bank,.....	1,500,000	100	3½ " "	June 20	3½ " "	Dec. 21
Dry Dock Bank,.....	420,000	30	4 " "	January		
Greenwich Bank,.....	200,000	25	3½ " "	May 1	3½ " "	Nov. 1
Butchers' and Drovers' Bank,.....	500,000	25	5 " "	Feb. 15	5 " "	Aug. 15
Mechanics' and Traders' Bank,.....	200,000	25	3½ " "	May 9	4 " "	Nov. 1
National Bank,.....	750,000	50	4 " "	April 10	4 " "	Oct. 10
Merchant's Exchange Bank,.....	750,000	50	5 " "	January	5 " "	July 10
Leather Manufacturers' Bank,.....	600,000	50	5 " "	Feb. 4	8 " "	Aug. 6
Seventh Ward Bank,.....	500,000	50	5 " "	January	4 " "	July 1
Commercial Bank,.....	500,000	50	4 " "	Jan. 7	4 " "	July 5
Lafayette Bank,.....	500,000	100	4 " "	January	4 " "	July 1
State Bank of New York,.....	2,000,000	100	4 " "	May 10	4 " "	Nov. 10
Long Island Bank, Brooklyn,....	300,000	50	6 " "	Feb. 1	6 " "	Aug. 1
Brooklyn Bank,.....	200,000	20				
Atlantic Bank, Brooklyn,.....	500,000	50	4 " "	June 1		
Bank of Commerce,.....	5,000,000	100				
North Am. Trust & B'king Co,.....	2,000,000	100			4 " "	July 25
Mechanics' B'king Association,.....	600,000	25			3½ " "	July 27
American Exchange Bank,.....	5,000,000	100			3 " "	Nov. 4

MISCELLANEOUS STATISTICS.

CENSUS OF THE UNITED STATES FOR 1840.

The sixth census of the United States is to be taken the present year, commencing June 1st, and the interrogatories for the assistants of the marshals, in the different states, have been prepared at Washington. By the late act of congress, for taking the census of 1840, the president of the United States was directed to cause the statistics of the country, relating to agriculture, manufactures, mines, commerce, fisheries, etc., to be taken, as well as the condition of the people with regard to education.

Additional interrogatories to those formerly used, which were merely enumerations of the inhabitants, classed by sexes, ages, and colors, freemen and slaves, have therefore been prepared, to be put by the persons taking the census, for statistical tables, in relation to the following among other subjects, namely:—

Mines.—Statistics of iron, lead, gold, other metals; coal, salt, granite, marble, etc.

Agriculture.—Number of horses, mules, cattle, sheep, swine, and value of poultry; bushels of wheat, barley, oats, rye, buckwheat, Indian corn, and potatoes, raised in 1839; quantity of wool, hops, wax, hay, hemp, flax, tobacco, rice, cotton, silk cocoons, sugar, and wine; value of the products of dairy, orchard, and home-made or family goods.

Horticulture.—Value of garden produce, nursery, and green-house; number of men employed, and amount of capital invested.

Commerce.—Number of commercial houses, commission houses, retail dry goods, grocery, or other stores, lumber yards, butchers, packers, etc., and amount of capital invested in each.

Fisheries.—Quantity of dried fish, pickled fish, spermaceti oil, whale and other fish oil, value of whalebone and other products of the fisheries, and amount of capital invested, and number of men employed.

Products of the Forest.—Value or quantity of lumber, tar, pitch, turpentine, rosin, pot and pearl ashes, skins and furs, ginseng, etc., and number of men employed.

Manufactures.—Statistics of the following branches, including value of articles made in 1839. Amount of capital invested, and number of persons employed. Machinery, hardware, nails and cutlery, cannon and small arms, gold, silver, etc., various metals, granite, marble, etc., bricks and lime, wool, cotton, silk, flax, mixed manufactures, tobacco, hats, caps, and bonnets, leather, tanneries, saddlery, shoe makers, etc., soap and candles, liquors, (distilled and fermented,) gunpowder, drugs and medicines, paints and dyes, glass, earthenware, and potteries, sugar refineries, chocolate, confectionary, paper and paper hangings, printing, binding, newspapers and periodicals, cordage, wagons, etc., musical instruments, carriages, flouring mills, grist mills, saw mills, and oil mills, ships and other vessels, furniture, brick, stone, frame, or wooden houses built in 1839, and the value of all other manufactures and mechanic arts not enumerated.

These tables, if properly taken, will furnish a fund of statistical data that must prove highly valuable to all classes of the community, and especially so to the political economist, statesman, and merchant, and it will be our aim to furnish the readers of our Magazine, in a condensed and comprehensive form, the most important of them.

AMOUNT OF THE PUBLIC DEBT OF THE UNITED STATES IN EACH SUCCESSIVE YEAR FROM 1791 TO 1835.

1791....\$75,463,476 33*	1806....\$75,723,270 66	1821....\$89,987,427 66
1792....77,227,924 66	1807....69,218,398 64	1822....93,546,676 98§
1793....80,352,634 04	1808....65,196,317 97	1823....90,875,877 22
1794....78,427,404 77	1809....57,023,192 09	1824....90,269,777 77
1795....80,747,587 39	1810....53,173,217 52	1825....83,788,432 71
1796....83,762,172 07	1811....48,005,587 76	1826....81,054,059 99
1797....82,064,479 33	1812....45,209,737 90	1827....73,987,357 20
1798....79,228,529 12	1813....55,962,827 57	1828....67,475,043 87
1799....78,408,661 77	1814....81,487,846 24	1829....58,421,413 67
1800....82,976,294 35	1815....99,833,660 15†	1830....48,580,534 22
1801....83,038,050 80	1816....127,334,933 74	1831....39,082,461 88
1802....80,712,632 25	1817....123,491,965 16	1832....24,282,879 24
1803....77,054,686 30	1818....103,466,633 83	1833....7,001,698 83
1804....86,427,120 88†	1819....95,529,648 28	1834....4,732,260 29
1805....83,312,150 50	1820....91,025,500 15	1835....Extinguished.

* Expense of the Revolutionary War, (1775–1785,) \$135,193,703. Emissions of paper money, (1776–1781,) \$359,547,027 25. Loans and subsidies from France, (1788–1783,) \$7,962,959.

† Purchase of Louisiana, (1803) for \$15,000,000.

‡ Expense of the Three Years' War.

§ Purchase of Florida (1821) for \$5,000,000.

THE GENERAL POST-OFFICE.

The subjoined table of the progress and general condition of the post-office department, is taken from the Democratic Review. Since the opening of the Revolution, there have been eleven post-master generals. Benjamin Franklin, the first in order, was chosen by congress, under the confederacy, on the 26th of July, 1775. His successors were, Richard Bache, Ebenezer Hazard, Samuel Osgood, Timothy Pickering, Joseph Habersham, Gideon Granger, R. J. Meigs, John M'Lean, William T. Barry, and Amos Kendall. A project is now in agitation to reduce the rates of postage: if this should be carried into operation, the receipts of the post-office would be very materially altered, and its ordinary expenses would have to be defrayed in part by some other branch of the government. Popular sentiment seems to favor the contemplated reform.

Table of the Receipts, Expenditures, and Miles of Annual Mail Transportation, from 1789 to 1838.

Years.	Receipts.	Expendi-tures.	Miles of an-nual mail transpor-tation.	Years.	Receipts.	Expendi-tures.	Miles of an-nual mail transpor-tation.
1789	.....	.....	.....	1814	730,360	727,126	5,307,000
1790	37,935	32,140	9,375	1815	1,043,065	748,121	5,601,000
1791	46,294	36,697	9,525	1816	961,782	804,422	6,336,000
1792	67,444	54,531	28,210	1817	1,002,973	916,515	6,767,000
1793	104,747	72,040	28,210	1818	1,130,235	1,035,832	7,677,000
1794	128,947	89,973	845,468	1819	1,204,737	1,117,861	8,585,000
1795	160,620	117,893	1,799,720	1820	1,111,927	1,160,926	8,800,000
1796	195,067	131,572	1,799,720	1821	1,059,087	1,184,283	9,200,000
1797	213,998	150,114	2,208,570	1822	1,117,490	1,167,572	9,990,000
1798	232,977	179,084	2,208,570	1823	1,130,115	1,156,995	10,100,240
1799	264,846	188,038	2,208,570	1824	1,197,758	1,188,019	10,330,316
1800	280,804	213,994	3,057,964	1825	1,306,525	1,229,043	10,638,784
1801	320,443	255,151	3,279,423	1826	1,447,703	1,366,712	11,054,694
1802	327,045	281,916	3,504,800	1827	1,524,633	1,468,959	12,872,831
1803	351,823	322,364	3,504,800	1828	1,664,759	1,691,044	13,709,089
1804	393,450	337,502	4,120,200	1829	1,773,990	1,879,307	13,700,000
1805	421,373	377,367	4,250,000	1830	1,919,300	1,959,109	14,500,000
1806	446,106	413,573	4,499,456	1831	1,036,267	960,791	15,468,692
1807	478,763	452,885	4,550,000	1832	2,258,570	2,266,100	23,625,021
1808	460,574	422,828	4,600,000	1833	2,617,011	2,930,186	26,854,485
1809	506,634	498,012	4,600,000	1834	2,823,749	2,977,131	25,500,000
1810	551,684	495,969	4,694,000	1835	2,993,556	2,763,041	25,869,486
1811	587,247	499,099	4,694,000	1836	3,408,323	2,841,766	27,578,620
1812	649,208	540,165	5,135,000	1837	4,100,605	3,532,163	32,597,006
1813	703,155	681,012	5,160,000	1838	4,235,077	4,621,837	34,500,202

COMPARATIVE REVENUE AND DEBT OF SEVERAL COUNTRIES.

COUNTRIES.	Revenue.	Paid by each Inhabitant.	Debt.	Proportion of Debt to each Inhabitant.
Great Britain.....	\$300,000,000	\$12 50	3,600,000,000	\$150 00
France.....	200,000,000	6 25	1,000,000,000	31 25
Spain.....	33,250,000	2 40	740,000,000	53 24
Portugal.....	10,000,000	2 80	30,000,000	9 50
Two Sicilies.....	15,500,000	2 10	92,560,000	12 50
States of the Church.....	8,330,000	4 16	65,000,000	25 00
Austria.....	60,000,000	1 80	320,000,000	9 55
Prussia.....	35,000,000	2 64	135,000,000	9 78
Bavaria.....	12,750,000	3 00	50,000,000	12 92
Netherlands.....	16,000,000	6 95	52,500,000	23 00
Belgium.....	16,600,000	4 38	158,000,000	41 58
Denmark.....	7,400,000	3 70	50,000,000	25 00
Sweden.....	7,870,000	1 86	37,000,000	8 75
Russia.....	100,000,000	1 63	315,000,000	4 85

COMMERCIAL REGULATIONS.**ALTERATIONS IN MARINE POLICIES OF INSURANCE.**

Owing to the innumerable and increasing difficulties which have arisen under the "memorandum" clause in cargo policies, the underwriters have been compelled to make the alteration which will be observed in the annexed notice. It will be perceived that this memorandum now includes a greater number of articles, as perishable in their own natures, than formerly; but it is believed that the alteration will not be unjust in its effect, whilst it will prevent disputes, and settle points of practice which were before doubtful.

New York, March 2, 1840.

The Marine Insurance Companies of this city have adopted the following memorandum, which will be inserted in their cargo policies on and after this day:

MEMORANDUM.—It is also agreed that 'bar, bundle, rod, hoop, and sheet iron, wire of all kinds, tin plates, steel, madder, sumac, wicker ware, and willow manufactured or otherwise, salt, grain of all kinds, tobacco, Indian meal, fruits, (whether preserved or otherwise,) cheese, dry fish, vegetables and roots, rags, hempen yarn, bags, cotton bagging, and other articles used for bags or bagging, pleasure carriages, household furniture, skins and hides, musical instruments, looking glasses, and all other articles that are perishable in their own nature, are warranted by the assured free from average, unless general; hemp, tobacco stems, matting, and cassia, except in boxes, free from average under twenty per cent., unless general; and sugar, flax, flax seed, and bread, are warranted by the assured free from average under seven per cent., unless general; and coffee, in bags or bulk, pepper, in bags or bulk, and rice, free from average under ten per cent., unless general.

No damage to be allowed for goods injured by spotting, except caused by the immediate contact of sea water with the articles damaged.

WALTER R. JONES,
Secretary of the Board of Underwriters.

CUSTOM HOUSE REGULATIONS.

In future, all merchandise imported—1, on account of a foreign manufacturer; 2, on account of a foreign purchaser; 3, on account of a resident owner; 4, on consignment, the owner residing in the United States, elsewhere than in the city of New York, must, by a regulation adopted in the custom house of this city, be placed upon separate entries. This rule applies to all descriptions of goods, dutiable or free. As it varies from what has been the practice, it is important that it be generally understood.

MF The aid thus far extended to our undertaking, encourages us to press forward in our efforts to render the Merchants' Magazine all that its warmest friends could wish. The subjects connected with the great interests of trade and commerce are indeed multifarious, but it will be our aim, in time, as far as is practicable, to embrace them all within the scope of our labors. We have plans in view, which, when carried out, cannot fail of giving new interest and permanent value to the pages of this work. Now there are on our list of patrons, merchants and men of business who will ever command respect for their intelligence on points relating to their profession, and who have it in their power to do much towards elevating the mercantile character, and illustrating the principles of commerce. To such, we would say, our pages will always be open to the admission of communications on all topics which may fall within the design of our Magazine.